

assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and fault in the payment of interest, or in any of the conditions of this contract. Said party of the second part may at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

T. G. Graham
Fannie E. Graham.

State of California }
County of Madra } ss;

Be It Remembered That on this 22nd day of March, A.D. 1924, before me, the undersigned a Notary Public within and for the County and State aforesaid, came T. G. Graham and Fannie E. Graham his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

R. G. Cornell.
Notary Public.

L.S.
My Commission expires April 17th, 1924.

Between John E. Matney, et al
And Prudential Insurance Company,

State of Kansas, Douglas County, ss;
This instrument was filed for record on
the 27th day of March, 1924, at 9:50AM

Joe E. Williams
Register of Deeds.

By *Joe E. Williams* Deputy.

AGREEMENT FOR EXTENSION OF LOAN NO. 42064

Whereas, there remains unpaid on a certain note executed and delivered to The Prudential Insurance Company of America by John E. Matney and Mattie M. Matney, his wife, secured by a Mortgage upon real estate in Douglas County, Kansas dated May 24, 1917, and recorded in said County on May 28, 1917, in Volume 54 of Mortgages on Page 568, the sum of Twenty Five Hundred Dollars, with interest from May 29th, 1924 and ;

Whereas title to the mortgaged premises is now vested in John E. Matney and Mattie M. Matney, his wife, subject to said mortgage and ---

Whereas, the said Insurance Company has been requested to make said note and mortgage payable as hereinafter, which it has consented to do in consideration of the payments to be made as herein provided.

Now, Therefore, the said John E. Matney and Mattie M. Matney, his wife hereby agree to pay the principal sum remaining due as aforesaid as follows:

TWENTY FIVE HUNDRED DOLLARS --- on May 29th 1931, with interest thereon from May 29, 1924 to May 24, 1931, at the rate of 5 1/2 per cent per annum, payable semi-annually; and with interest thereafter until paid at the rate of ten per cent per annum.

And the parties to this agreement hereby consent to said extension and agree that said mortgage shall continue a first lien upon said premises, and that said note and mortgage and all their covenants and conditions shall remain in force except as herein modified.

In Witness Whereof, the said John E. Matney and Mattie Matney, his wife, have hereunto set their hands and seals this 25th day of January, A.D. 1924.

John E. Matney (SEAL)
Mattie M. Matney (SEAL)

State of Kansas }
County of Shawnee } ss;

On this 25 day of March, 1924 before me, personally appeared John E. Matney and Mattie M. Matney, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in said County the day and year last above written.

Margaret E. Foster.
Notary Public.

L.S. Term
My Commission expires;
10-17-27.

MORTGAGE

From John E. Matney, et al.,
To Davis-Wellcome Mortgage Co.

See Page 161 for this instrument
State of Kansas Douglas County-ss;
This instrument was filed for record on
the 27th day of March, A.D. 1924, at 9:55AM

Vaid
Register of Deeds.

By _____ Deputy.

This Mortgage, Made this 25th day of January, 1924, by John E. Matney and Mattie M.