

WHEREAS said Insurance Company has been requested to extend the time of payment of said note and mortgage as hereinafter stated, which it has consented to do in consideration of the payments to be made as herein provided;

NOW THEREFORE, the said Fred Bahmaier hereby agrees to pay the principal sum remaining unpaid as aforesaid on January 14, 1930 with the privilege, at any time after January 14, 1927 and before maturity, of paying \$100, or any multiple thereof, upon said principal, provided that sixty days additional interest shall be paid on any and all such payments in excess of one half of the principle sum, and said party also agrees to pay interest on the said sum of five thousand five hundred dollars from January 14, 1925 until paid at the rate of five per cent per annum, payable semi-annually.

And the parties hereby agree that said note and mortgage shall continue a first lien upon said premises and shall remain in force, with all their covenants and conditions except as herein modified. In Witness Whereof the said Fred Bahmaier and Anna Bahmaier his wife have hereunto set their hands this nineteenth day of January A D 1925.

In Presence of
G.E. Girvin
Laura Girvin

Fred Bahmaier
Anna Bahmaier

State of Kansas,) as
Shawnee County)

Be It Remembered that on this 23rd day of January A.D. 1925 before the undersigned J.E. Shaffer a Notary Public in and for the County and State aforesaid duly commissioned and qualified personally came Fred Bahmaier and Anna Bahmaier his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors and such persons duly and severally acknowledged the execution of the same.

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

My Commission expires
June 19 - 1927.

(L.S.)

J.E. Shaffer Notary Public

From MORTGAGE.

B.P. Scott et al

To The Liberty Life Insurance Company.

State of Kansas, Douglas County, ss:
This instrument was filed for record on the 23rd day of January, 1925 at 9:25 AM.

J.E. Shaffer
Register of Deeds.

By J.E. Shaffer Deputy.

This Indenture Made this twentieth day of January in the year of our Lord nineteen hundred and Twenty five, between B. P. Scott and Corn A. Scott, husband and wife (being of lawful age) of the County of Shawnee and State of Kansas, of the first part, and The Liberty Life Insurance Company of Topeka, Kansas, of the second part,

Witnesseth, That the parties of the first part, in consideration of the sum of \$3500. Three Thousand Five Hundred Dollars----- to them in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, bargain, sell and convey to the said party of the second part its successors, heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to-wit:

Begin at the South west corner of the South west quarter of Section Thirty four (34) in Township Eleven (11) Range Eighteen (18) East of the 6th P.M. thence North along the section line Sixty (60) rods; thence East Nineteen (19) rods, seven (7) feet and eight (8) inches; thence North Sixty-four (64) degrees East, Forty-seven (47) rods, to the center of Coon Creek; thence following the center of Coon Creek to the South line of said quarter-section; thence West along the South line to the place of beginning, being Thirty-three (33) acres more or less;

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance herein, free and clear of all incumbrances; that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claims of all persons.

This grant if intended as a mortgage to secure the payment of the sum of \$3500. Three Thousand Five Hundred Dollars, and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto; this day executed by the said Parties of the first part----- Payable to The Liberty Life Insurance Co., or order, at the office of The Liberty Life Insurance Co., Topeka Kansas, with interest payable semi-annually on the first day of February and August in each year. The parties of the first part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent, and they will keep the buildings on said property insured for \$3000. in some approved Insurance Company, payable in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

Now if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments, as provided or if default be made in the agreement to insure then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party or its assigns interest at the rate of ten per cent per annum computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be and not exceed, the legal rate of ten per cent per annum, but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance and may recover for all such payments, with interest at ten per cent per annum in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part its executors administrators or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement waived or not at the option of the party of the second part, and out of the money arising from such sale to retain the amount then due, or to become due, according to the conditions of this instrument, and interest at ten per cent per annum from the time of said default until paid, together with the costs and charges of making such sale, to be taxed as other costs in the suit.

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

B.P. Scott (SEAL)
Corn A. Scott (SEAL)

Recorded 2-3-1925
 State of Kansas
 Douglas County
 J.E. Shaffer
 Register of Deeds
 By J.E. Shaffer Deputy
 This mortgage is intended to secure the payment of the sum of \$3500. Three Thousand Five Hundred Dollars, and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto, this day executed by the said Parties of the first part----- Payable to The Liberty Life Insurance Co., or order, at the office of The Liberty Life Insurance Co., Topeka Kansas, with interest payable semi-annually on the first day of February and August in each year. The parties of the first part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent, and they will keep the buildings on said property insured for \$3000. in some approved Insurance Company, payable in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.