

From Oscar E. Shelton

To -

The Prudential Ins. Co.
of America

EXTENSION AGREEMENT.

State of Kansas Douglas County, ss.
This instrument was filed for record
on Sept. 30 1925, At 11:00 A.M.Jas. E. Wellman
Register of Deeds.

Whereas, there remains unpaid on a certain note executed and delivered to The Prudential Insurance Company of America by Oscar E. Shelton and Nettie B. Shelton his wife, secured by a mortgage upon real estate in Douglas County, Kansas dated February 16, 1921 and recorded in said county on April 13, 1921 in Volume 62 of mortgages on page 100 the sum of Thirty five Hundred dollars with interest from March 1, 1926 and;

Whereas, title to the mortgaged premises is now vested in Oscar E. Shelton and Nettie B. Shelton subject to said mortgage and

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

Now Therefore, the said Oscar E. Shelton and Nettie B. Shelton his wife, hereby agree to pay the principal sum remaining due as aforesaid as follows:

Thirty five Hundred Dollars on March 1, 1933 with interest thereon from March 1, 1926 to March 1, 1933 at the rate of five per cent per annum payable semi-annually; and with interest thereafter until paid at the rate of ten per cent per annum/ With privilege to pay \$100.00 or multiples thereof on account of principal on any interest payment day.

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 shall remain in force except as herein modified.

In Witness Whereof, the said Oscar E. Shelton and Nettie B. Shelton his wife have hereunto set their hands and seals this twenty fifth day of August, A.D. 1925.

Oscar E. Shelton (SEAL)
Nettie B. Shelton. (SEAL)

State of Kansas
County of Douglas ss..

On this 25 day of Sept A.D. 1925 before me personally appeared Oscar E. Shelton and Nettie B. Shelton his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they have 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.

H.E. Jewell
Notary Public.

L.S.

My Term expires Feb. 24, 1928.

From Oscar E. Shelton
To Davis Welcome Mfg. Co.

MORTGAGE.

State of Kansas, Douglas Co. ss.
This instrument was filed for record
Sept. 30 1925, At 11:05 A.M.

Jas. E. Wellman
Register of Deeds.

Reg. No. 1131
Fee Paid 5.00

This Mortgage Made this 25th day of August 1925 by Oscar E. Shelton and Nettie B. Shelton his wife of the county of Douglas and State of Kansas parties of the first part, to The Davis Welcome Mortgage Company, a corporation existing under the laws of the State of Kansas having its office at Topeka, County of Shawnee and State of Kansas party of the second part:

Witnesseth, That said parties of the first part in consideration of the sum of Two Hundred Forty five Dollars to them in hand paid the receipt of which is hereby acknowledged do by these presents, Grant, bargain sell and convey unto the said party of the second part, its successors or assigns, the real estate situated in the county of Douglas and State of Kansas, particularly bounded and described as follows: to-wit:

The west half (W $\frac{1}{2}$) of the southeast quarter (SE $\frac{1}{4}$) of section thirteen (13) Township fifteen (15) South, range twenty (20) East of the Sixth Principal Meridian, containing eighty (80) acres more or less.

To Have and To Hold the Same, Together with all and singular the tenements hereditaments and appurtenances thereto belonging, or in anywise appertaining forever, free and clear of all incumbrances. This Mortgage is subject and second to a mortgage executed by the parties of the first part to The Prudential Insurance Company of America dated February 16, 1921 to secure the payment of \$3500.00 covering the above described real estate.

Provided Always, And these presents are upon this express condition that whereas said parties of the first part have this day executed and delivered fourteen certain promissory notes in writing to said party of the second part, each for the sum of \$17.50, due September 1, 1926; March 1, 1927; Sept 1, 1927; Mar. 1, 1928; Sept 1, 1928; Mar 1, 1929; Sept. 1, 1929; Mar 1, 1930; Sept 1, 1930; Mar. 1, 1931; Sept 1, 1931; Mar 1, 1932; September 1, 1932, and Mar 1, 1933 respectively.

With interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of The Davis-Welcome Mortgage Company, Topeka Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of said The Davis- Welcome Mortgage Company in securing a loan for said parties of the first part, which loan is secured by the mortgage are to be paid in full regardless of whether said loan is paid wholly or partly before its maturity.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns said sum of money in the above described notes mentioned together with the interest thereon according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect; But if said sum or sums of money or any part thereof, or any interest thereon, or interest or principal of any prior mortgage is not paid when the same is due, or if the taxes and assessments of every nature which are or may be 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 appraisalment and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest or in any of the conditions

The following is endorsed on the original instrument.
 The debt secured by this mortgage has been paid in full and the mortgage is hereby cancelled and released. This is by order of the Register of Deeds.
 J. E. Jewell
 Notary Public
 My Term expires Feb. 24, 1928.
 Recorded Dec. 4 1925
 J. E. Jewell
 Notary Public