

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 William F. Henry hereby agrees to pay the principal sum remaining unpaid as aforesaid on May, 5, 1931 with the privilege at any time after May 5, 1928 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 principal sum; and said party also agrees to pay interest on the sum of \$2600. from December, 18, 1925 to May 31, 1928 at the rate of six and one-half per cent per annum on the sum of \$1900 from December 18, 1928 to May 5, 1928 at the rate of five and one-fourth per cent per annum and thereafter on the said sum of \$8500 from May 5, 1928, until paid at the rate of five per cent per annum payable semi-annually on the 18th day of June and of December in each and every year.

And the parties hereto 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 William F. Henry and Minnie L. Henry his wife have hereunto set their hands this first day of June, A.D. 1926.

In presence of  
Edna Lasswell  
Fred H. Nace.

William F. Henry  
Minnie L. Henry

State of Kansas }  
Douglas County }SS

Be it remembered, That on this 14th day of June, A.D. 1926 before the undersigned J.W. Kreider a Notary Public in and for the county and state aforesaid duly commissioned and qualified personally came William F. Henry and Minnie L. Henry 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.

LS

My commission expires Jan. 28th, 1930.

J.W. Kreider  
Notary Public.

From Fred H. Nace  
To Northwestern Mutual Life Ins. Co.

MORTGAGE.

State of Kansas, Douglas co. ss  
This instrument was filed for record  
June 19, 1926. At 9:25 A.M.

Register of Deeds

This Indenture, Made the eighth day of June A.D. 1926 between Fred H. Nace and Clara E. Nace his wife, of Leocompton, County of Douglas and State of Kansas, parties of the first part and the Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, and having its principal place of business at Milwaukee, Wisconsin, party of the second part,

Witnesseth, That the said parties of the first part in consideration of Four Thousand Dollars to them in hand paid, the receipt whereof is hereby acknowledged do by these presents grant, bargain sell and convey unto the said party of the second part and its successors and assigns forever, the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

The northeast quarter of section ten in township twelve south of range eighteen, east. Together with the privileges and appurtenances to the same belonging and all of the rents issues and profits which may arise or be had therefrom.

To Have and To Hold the same to the said party of the second part its successors and assigns forever.

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever.

Conditioned, however, That if Fred H. Nace one of said parties of the first part his heirs executors, administrators or assigns shall pay or cause to be paid to the said party of the second part his successors or assigns at the office of said party of the second part in the city of Milwaukee Wisconsin, the sum of Four Thousand Dollars, with interest according to the terms of a promissory note bearing even date herewith, executed by Fred H. Nace, one of said parties of the first part to the said party of the second part, and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof or upon the interest of the mortgagee its successors or assigns, in said premises or upon the note or debt secured by this mortgage and procure and deliver to said party of the second part its successors or assigns at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than -----Dollars (provided however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition), with loss, if any, payable to said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by said party of the second part, its successors or assigns, shall pay all priorities, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part its successors or assigns by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties

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Lois C. Williams  
Register of Deeds

Notary Public for Douglas Co. Kas.  
My Comm. Exp. May 28, 1927