

State of Kansas
Franklin County JS

Be it remembered, That on this 27 day of Dec. A.D. 1926 before me a Notary Public in and for said county and state came Lucien E. Mignot and Clara C. Mignot and Fred Hughes to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

H.E. Jewell
Notary Public.

L.S.
Commission expires Feb. 24, 1928.

From Violet E. Hall
To G.J. Broers

EXTENSION CONTRACT.

State of Kansas, Douglas co. ss
This instrument was filed for record Jan. 3, 1927, at 10:20 A.M.

W.E. Wellman
Register of Deeds.

This Indenture, Made this 6 day of December, 1926 by and between Violet E. Hall of the first part and George J. Broers and Anna A. Broers his wife, of the second part, Whereas Arnold Hammig and Carrie Hammig his wife executed and delivered to Warren Mortgage Company their promissory note, dated the 31 day of Dec. 1919 for the principal sum of Fifty two hundred Dollars due on the 1 day of Jan. 1927 with interest thereon at the rate of six per cent per annum payable semi-annually and whereas, for the purpose of securing the payment of said sum and interest thereon, according to the conditions of said note, the makers thereof aforesaid executed and delivered to said Warren Mortgage Company a mortgage on certain real estate in Douglas County, Kansas, bearing even date with said note, and recorded in the office of the Register of Deeds in and for said county in Book 57 of Mortgages at page 384 and whereas, said note and mortgage have been duly assigned to and are now owned and held by the first party; and whereas, Four Thousand Dollars of the principal sum of said debt is still unpaid, and the parties of the second part aforesaid, they being the owners of the real estate conveyed by said mortgage and they having assumed the payment of the note aforesaid, have applied to the first party to have the time for payment of said portion of the principal sum of said debt still remaining unpaid extended for the term of 5 years from the date when said sum was to become due according to the condition of said note:

Now this Indenture Witnesseth, That the first party in consideration of the premises and of the covenants and agreements on the part of the second parties hereinafter contained the prompt and faithful performance whereof is a condition precedent hereto and time being of the essence of this contract, does hereby extend the time of payment of said sum of Four Thousand Dollars of the principal of said debt for the term of 5 years from the 1 day of Jan. 1927 the said sum to bear interest from said date at the rate of 5% per cent per annum payable on the first days of January and July in each year according to the tenor of 10 coupons or interest notes of even date herewith, executed by the said second parties to the said first party until said principal sum shall be fully paid.

And said parties of the second part, in consideration of such extensions, hereby covenant and agree that they will punctually pay interest now due and to grow due thereon at the times and at the rates aforesaid according to the tenor of the coupons or interest notes hereinbefore mentioned, and that at the expiration of said extended term they will pay the portion of said debt now remaining unpaid with all the interest then due thereon. It being expressly understood and agreed by and between the parties hereto that if the parties of the second part their heirs, executors, administrators or assigns, shall fail to pay any or either of the interest notes or coupons aforesaid when the same shall become due, or shall fail to fulfill, keep and promptly perform as well in spirit as in letter any or either of the covenants, stipulations or agreements contained in this indenture or in the mortgage hereinbefore mentioned, then, in either of these cases the whole of said principal sum remaining unpaid shall immediately become due at the option of the party of the first part or assigns to be at any time hereafter exercised without notice to the second parties, and the said party of the first part may at once proceed to collect said principal sum with all arrearages of interest thereon, and to enforce the aforesaid mortgage in the same manner as if this extension had never been granted.

It is also expressly understood and agreed by and between the parties hereto that nothing herein contained shall be construed to impair the security of said party of the first part, or assigns, under said mortgage, or to effect or impair the lien on the real estate therein described, which she has by virtue of said mortgage, or to affect or impair any rights or power which she may have under the said note and mortgage for the recovery of the mortgage debt, with interest in case of non-fulfillment of this agreement or of any of the provisions hereof by said parties of the second part.

Option is hereby given to pay this note in sums of One Hundred Dollars or any multiple thereof at the end of one year or at any interest payment thereafter.

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

George J. Broers
Anna A. Broers.

State of Kansas
Douglas County JS

I hereby certify that on this 24th day of December, A.D. 1926 before me the undersigned a Notary Public in and for said county and state came George J. Broers and Anna A. Broers his wife personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

L.S.
My commission expires January 29th, 1927.

Adolph Lotz, Jr.
Notary Public.