

MORTGAGE RECORD 67

Reg. No. 2372
Fee Paid 15.00

affidavit of
EXTENSION AGREEMENT.

From Commercial National Bank,
To George J. Broers

State of Kansas Douglas Co. ss;
This instrument filed Feb 10,
1927. at 3:25 P.M.

John E. Wellman
Register of Deeds

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One Dollar (\$1) to us in hand paid, receipt of which is hereby acknowledged, the Commercial National Bank of Kansas City, Kansas, does hereby agree to the extension of the time of payment of the unpaid balance of a note for fifty-two Hundred Dollars (\$5200) dated December 31st, 1919, and which was due January 1st, 1927 secured by a Mortgage recorded in Book 57, page 384, of the records of Douglas County, Kansas.

That the unpaid balance of said mortgage, being Four Thousand Dollars (\$4000) is to be extended by an agreement to be signed by George J. Broers and Anna A. Broers, his wife, extending the time of payment of the principal note for five years from January 1st, 1927, at the rate of 6 1/2 per annum, interest payable semi-annually.

Further, that the warranty deed signed by George J. Broers and Anna A. Broers, his wife, in favor of this Bank was given to secure the payment of certain sum due said bank from said George J. Broers and Anna A. Broers his wife, it being the intention that said deed shall operate and be in fact a mortgage, which said deed is now of record in Book 119, page 229, of the records of Douglas County, Kansas.

In Witness Whereof, we have hereunto set our hand this 4 day of February, 1927.

Commercial National Bank of Kansas City,
Kansas-----

Corp Seal

By: L. Brokaw
President

State of Kansas, Wyandotte County, ss;
BE IT REMEMBERED, That on this 4th day of February A.D. 1927, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C. L. Brokaw President Com'l Nat'l Bank K.C.Ks. who is personally known to me to be the same person who executed the within instrument of writing, and who executed the within instrument of writing, and such person 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 before written.

G. T. Sweany, Notary Public.
Term expires July 5th, 1927.

L.S.

MORTGAGE.

From Zeta Alumni Association
To The Aetna Building & Loan Ass'n

State of Kansas Douglas County, ss;
This instrument filed Feb. 11, 1927 at
2:50 P.M.

John E. Wellman
Register of Deeds

Reg. No. 2372
Fee Paid 15.00

KNOW ALL MEN BY THESE PRESENTS, That Zeta Chi Alumni Association, a corporation by Allen K. Gibbon, President and Paul L. Evans, Secretary, (Grantor) of the County of Douglas and State of Kansas, for and in consideration of the sum of ---Six Thousand Dollars--- in hand paid by The Aetna Building and Loan Association, of Topeka, Kansas, (grantee) do hereby sell and convey unto the said The Aetna Building and Loan Association, and its successors or assigns, the following-described premises, situated in the County of Douglas and the State of Kansas, to-wit:

The North half of Lots One Hundred Twenty-two (122) One Hundred Twenty-four (124) and One Hundred Twenty-six (126), on Indiana Street, in Baldwin City Kansas

TO HAVE AND TO HOLD The above granted premises, with all the improvements thereon and appurtenances thereto belonging, unto the said Grantee and its successors or assigns forever.

And the said Grantor for itself and its successors and assigns, covenant with the said Grantee and its successors, or assigns, that the said premises are free and clear from any and all encumbrance and that it has a good right and lawful authority to convey and mortgage the same, and that it will warrant and defend the title thereto against the lawful claims of any and all persons whomsoever.

THE CONDITIONS OF THIS MORTGAGE ARE Such, That whereas the said Grantor is the owner of 12 shares of installment stock of the said The Aetna Building and Loan Association, and do hereby transfer and assign said shares of stock to said Association as additional security for the aforesaid indebtedness and hereby covenant, promise and agree to do and perform all things which the By-Laws of said Association require of its shareholders and borrowers, and do hereby further promise to pay to said Association on said shares and loan the sum of ---Sixty-nine Dollars--- per month on or before the twentieth day of each and every month until the said shares shall have reached matured value of five hundred dollars per share, according to the provisions of the By-Laws and in accordance with the Terms of a certain promissory note, executed by the said Grantor and reading in words and figures as follows:

\$6000.00
FIRST MORTGAGE REAL ESTATE NOTE (NON NEGOTIABLE)
IN CONSIDERATION OF **SIX THOUSAND DOLLARS, borrowed money, the receipt whereof is hereby acknowledged, We promise to pay to The Aetna Building and Loan Association, of Topeka, Kansas, the sum of ---Six Thousand Dollars--- with interest thereon from date, payable in installments of Sixty-nine Dollars per month, being the interest on said borrowed money in the amount of Thirty Nine Dollars as well as the dues on twelve shares of installment stock of said Association in the amount of ---Thirty Dollars, both interest and dues, as aforesaid, being payable at the office of the said --- Association in Topeka, Kansas, on or before the twentieth day of each and every month until the said shares shall have attained full matured value of five hundred dollars per share, in accordance with the By-Laws of said Association, and in case of default in the payment of interest or dues, or any part thereof at the stated times, or failure to comply with any of the conditions or agreements contained in the First Mortgage on Real Estate given to secure the payment hereof, then this note shall immediately become due and payable at the option of the legal holder hereof, and shall after such default bear interest at the rate of 10% per annum. Appraisement waived.