

MORTGAGE RECORD 75

From Central Trust Co.
To Wilmington Savings Bank

ASSIGNMENT.

State of Kansas, Douglas Co. ss
Filed for record Oct. 26, 1927.
At 8:45 A.M.

John E. Willman
Register of Deeds

(The following is endorsed on the original instrument book 70, Page 31)

For Value Received, The Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to Wilmington Savings Bank, Wilmington, Vermont October 21, 1927.

The Central Trust Co.

By Chester Woodward—Secy.

State of Kansas |
Shawnee County | SS

Be it remembered, That on this 21st day of October 1927 before me the undersigned a Notary Public in and for the County and State aforesaid, came Chester Woodward Secy, of The Central Trust Co. a corporation to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

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

E. E. Lindblade.
Notary Public.

LSs
Commission expires January 21, 1930.

Between Provident Life & Trust Co.
And Louis A. Schellack et al.

AGREEMENT.

State of Kansas, Douglas County, ss
Filed for record Oct. 26, 1927.
At 1:30 P.M.

John E. Willman
Register of Deeds

Agreement, made and entered into this Twelfth day of October A.D. 1927 by and between Provident Mutual Life Insurance Company of Philadelphia, formerly The Provident Life and Trust Company of Philadelphia party of the first part, and Louis A. Schellack and Flossie Schellack, his wife, and Jacob Schellack a single man parties of the second part.

Whereas, The parties of the second part are indebted to the party of the first part in the sum of Five Thousand Dollars as evidenced by a certain note for Five Thousand Dollars given by Albert McConnell and Nellie I. McConnell, his wife to The Provident Life and Trust Company of Philadelphia, the party of the first part, dated the Fifth day of October A.D. 1917 and secured by a Mortgage Deed of even date therewith, recorded in Book 54 of Mortgages, page 634 of the Records of Douglas County, State of Kansas.

And Whereas, The parties of the second part desire to have the time for the payment of the said principal sum extended:

Now, This Agreement Witnesseth, That the party of the first part, for and in consideration of the covenants hereinafter made by the parties of the second part, the prompt and faithful performance whereof is a condition precedent and time being of the essence of this contract, hereby covenants and agrees to and with the parties of the second part, that the time of payment of the above mentioned principal sum be and it is hereby extended for five years from October 5, 1927, to October 5, 1932.

And the parties of the second part for and in consideration of the extension above mentioned, do hereby covenant and agree to and with the party of the first part.

I. That the parties of the second part will at the expiration of the term of said extension pay to the party of the first part the principal sum according to the tenor and effect of the principal note secured by said mortgage.

II. That the parties of the second part will pay to the party of the first part, from and after the said Fifth day of October 1927 and during the term of said extension, interest on the said principal sum at the rate of five per centum per annum, payable semi-annually on the Fifth days of April and October, of each year during said term, according to the tenor and effect of ten extension interest notes of even dates herewith.

III. That they will pay to the party of the first part, the principal sum aforesaid, at the expiration of the term of said extension, and also the semi-annual installments of interest thereon as hereinabove provided.

IV. That they will faithfully observe all the conditions contained in the said note and mortgage, during the term of the said extension and until said debt is fully paid and satisfied, and that if said conditions, or any of them, are violated or broken, or default is made in the payment of any instalment of said interest when due, then the party of the first part, at its option, and without notice, may elect to declare said extension at an end, and thereupon this Agreement shall be null and void, and the party of the first part may resort at once to any or all of the remedies provided for in the said Note and Mortgage Deed, in the same manner and with like effect as if this Agreement had not been made; and that upon the occurrence of any such default in the payment of interest or other breach of condition in said Note and Mortgage from that time and thereafter, the rate of interest shall be ten per centum per annum on said principal sum.

Reference is hereby had to the Mortgage above described recorded in Book 54 of Mortgages at Page 634 of the records of Douglas County, Kansas, and the same is hereby affirmed; and nothing herein shall be construed to release or discharge the said Albert McConnell and Nellie I. McConnell from liability upon said Note or Mortgage, this instrument being taken as collateral and additional security thereto.

It is further understood and agreed that all the covenants and Agreements hereinabove made shall be equally binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns respectively of the said parties hereto.

In Witness Whereof, the party of the first part hath caused to be hereunto affixed its common or corporate seal, duly attested and the parties of the second part have hereunto set their hands and seals the day and year first above written.

Provident Mutual Life Insurance Company of Philadelphia formerly The Provident Life and Trust Company of Philadelphia.

By: John Way—President

Reg. No. 2994
Filed 12-50