

MORTGAGE RECORD 75

in said County, the day and year last hereinabove written.

LS

My commission expires December 13th 1928.

William J. Ramold

Notary Public, in and for Dickinson
County, Kansas.

Between

Provident Mutual Life Ins. Co.

AGREEMENT.

State of Kansas Douglas Co. ss
Filed for record Jan 4, 1928
At 9:40 A.M.

And James H. Jones et al

W. L. Wellman
Register of Deeds

Agreement made and entered into this First day of December 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 James H. Jones and Nellie M. Jones his wife 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 Four Thousand Dollars as evidenced by a certain note for Four Thousand Dollars given by James H. Jones and Nellie M. Jones his wife to The Provident Life and Trust Company of Philadelphia the party of the first part dated the First day of December A.D. 1922 and secured by a Mortgage Deed of even date therewith, recorded in Book 62 of Mortgages, page 584 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 December 1, 1927 to December 1, 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.

1. 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.

11. That the parties of the second part will pay to the party of the first part, from and after the said First day of December 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 First days of June and December of each year during said term according to the tenor and effect of ten extension interest notes of even dates herewith.

111. 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 instalments of interest thereon as hereinabove provided.

1V. 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 62 of Mortgages, at page 584 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 James H. Jones and Nellie M. Jones 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.

In Presence of
N.F. Park
Marry A. Christopher

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

By: Asa S. Wing President
Attest: L.M. Allen Assistant Treasurer.

In Presence of
K.A. Kesler
Edw. H. Platt.

James H. Jones LS
Nellie M. Jones ES

State of Pennsylvania }
City and County of Philadelphia } SS

Be it known that on this 28th day of December A.D. 1927 before me a Notary Public in and for said County and State personally came Asa S. Wing President and L.M. Allen, Asst. Treasurer of Provident Mutual Life Insurance Company of Philadelphia formerly The Provident Life and Trust Company of Philadelphia to me personally known to be the persons who executed the foregoing Agreement and acknowledged that they executed the same freely and voluntarily for the uses and purposes therein mentioned, and as the free act and deed of said company, and that the corporate seal of said company was thereto affixed by its authority.

In Testimony Whereof, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid, I hereby certify that I am not a Stockholder, Director or Officer of