

# MORTGAGE RECORD 75

263

SAWY: 6005 NORTH STATIONERY CO. KANSAS CITY MO 64114

From  
August W. Holke et ux  
To  
Maxwell Investment Co.

## EXTENSION AGREEMENT MORTGAGE

Douglas Co. Kansas, ss  
This instrument filed May 7,  
1928 at 9:45 A.M.  
*Geo. E. Wellman*  
Register of Deeds

Page 345  
P. 33.75

WHEREAS, There remains unpaid on a certain note executed and delivered to Maxwell Investment Co. by August W. Holke and Emma Holke, his wife, secured by a mortgage upon real estate in Douglas County Kansas, dated May 1, 1923, and recorded in said County on May 26, 1923, in Volume 64 of Mortgages, on page 219, the sum of THREE THOUSAND FIVE HUNDRED and no/100 Dollars --- with interest from May 1, 1928, and;

WHEREAS, Title to the mortgaged premises is now vested in same Mortgagors subject to said mortgage, and

WHEREAS, The holder of said mortgage debt has been requested to make said note and mortgage payable as hereinafter agreed, which the owner and holder of said note and mortgage has consented to do in consideration of the payments to be made as herein provided.

NOW THEREFORE, The said August W. Holke and Emma Holke, his wife, hereby agree to pay interest on the said sum of Three Thousand Five Hundred and no/100 Dollars, from the first day of May, 1928, to the first day of May, 1933, according to the tenor and effect of interest coupons of even date herewith and executed by the makers hereof in connection herewith, and to pay the principal sum remaining as aforesaid on May 1, 1933, with the privilege of paying One Hundred Dollars, or any multiple thereof, on said principal sum on any interest pay day on or after the first day of May, 1929.

And the parties to this agreement hereby consent to said extension and agree that said mortgage shall continue a first lien upon said premises, and that said note and mortgage and all their covenants and conditions shall remain in force except as herein modified.

Dated the Twentieth day of April, A.D. 1928.

August W. Holke  
Emma Holke

State of California )  
County of Los Angeles ) ss:

Be It Remembered That on this 26th day of April, A.D. 1928, before me, a Notary Public, in and for said County and State, came August W. Holke and Emma Holke, his wife, to me personally known to be the persons described in and who executed the foregoing agreement and duly acknowledged the execution of the same.

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

My Commission expires April 22, 1929.

Lyston Harding.  
Notary Public in and for Los Angeles  
County, California.

L.S.  
Residence 230 E. 30th St. Los Angeles, Calif.

From  
J. Uhrlaub et ux  
To  
The Fraternal Aid Union.

## EXTENSION CONTRACT.

State of Kansas, Douglas Co. ss;  
This instrument filed May 7th, 1928  
at 9:50 A. M.

*Geo. E. Wellman*  
Register of Deeds

Page 3446  
P. 33.75

WHEREAS, The Fraternal Aid Union, the present, owner of the Promissory Note given by J. Uhrlaub and Augusta Uhrlaub, his wife, to The Central Trust Company, for the sum of Three Thousand Dollars, dated May 1, 1923, due May 1, 1928, and bearing interest at the rate of 6 per cent per annum, payable semi-annually both principal and interest payable at National Bank, of Commerce, New York, New York, which said note is secured by a mortgage on Real Estate in the County of Douglas and State of Kansas, said mortgage recorded in Book 64 at page 194 in the Recorder's Office of said County, and which property is now owned by J. Uhrlaub and Augusta Uhrlaub, his wife, has promised to extend the time of payment of said note as hereinafter set forth:

NOW THEREFORE, THIS INDENTURE WITNESSETH, That in consideration of the premises and said promise above recited, we whose names are hereunto subscribed have agreed with the legal owner of said note, as follows: That the time for payment of the principal of said note shall be extended for three years from the maturity thereof; that said note as extended shall bear interest at 6 per cent per annum, payable semi-annually, provided the same is paid when due, otherwise it shall bear interest at the rate of ten per cent per annum; and that none of the other conditions and obligations of said note and mortgage, except as hereinbefore mentioned, shall be effected by this extension agreement, but shall remain in full force and virtue and be binding upon us. Further, that we obligate ourselves, jointly and severally, to pay at maturity both the said principal note and the interest thereon as evidenced by six interest notes of even date herewith.

Witness our hands, this 16th day of April, 1928  
At the end of one year or at any interest paying  
date thereafter, mortgagor has the option to pay  
on the principal of this note \$100 or any multiple  
thereof.

J. Uhrlaub  
Augusta Uhrlaub

State of Kansas, Douglas County SS

Be it remembered that on this 16th day of April A.D. 1928, before me the undersigned, a Notary Public in and for said County and State, came J. Uhrlaub and Augusta Uhrlaub who are personally known to me to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

LS  
Commission expires Jan 25, 1930

Howard E. Creel, Notary Public