

MORTGAGE RECORD 75

at the rate of five and one half per centum (5½%) per annum payable annually on June 1st in each year, with interest after maturity, whether in course or after acceleration of maturity, as in said mortgage or deed of trust and in said notes or obligations provided. Both interest and principal are payable at the place of payment indicated in said real estate notes or obligations or at such other place as the holder of said notes or obligations may designate in writing.

2. Notification of the retention of this agreement by the holder of said notes or obligations to the owner of the premises described in said mortgage or deed of trust, or its assigns, shall be conclusive evidence of such extension against all persons whomsoever.

3. Except as otherwise expressly provided herein, this extension shall be subject to all terms, covenants and conditions of said mortgage or deed of trust and said notes or obligations, which shall be construed as a part hereof as fully as to all intents and purposes as if written at length herein.

4. In case of breach in any of the covenants and conditions herein as above construed, at its option the holder of said notes or obligations, or its assigns, may declare said notes or obligations and all interest thereon and all further sums collectible according to the terms of the said mortgage or deed of trust as above construed, due and payable forthwith and take any and all steps authorized for the collection of all of said sums.

5. In the event of the passage, after the date of the mortgage or deed of trust of any law of the State in which the premises described in said mortgage or deed of trust are situated, deducting from the value of land for the purposes of taxation any lien thereon, or providing or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for State or local purposes, or the manner of the collection of any such taxes, so as to affect the interest of the mortgagee or beneficiary under the deed of trust, the whole of the principal sum secured by the mortgage or deed of trust together with the interest due thereon, shall, at the option of the holder of said notes or obligations, without notice to any party, become immediately due and payable.

6. The statute of Limitations shall not begin to run against said mortgage or deed of trust and said notes or obligations until the end of said extended period.

Privilege to pay \$ One Hundred or any multiple thereof on any interest paying date, provided, however that if any such payment or payments during any one year exceed 1/5 of the amount of the original note a bonus of ½ of 1% per annum for the unexpired term shall be paid on such excess payment.

In Witness Whereof, the undersigned have hereunto set their hands and seals this 26 day of January 1928.

Signed, sealed and delivered in the presence of:
Martin Rohe Jr.
S.A. Moherman

Arthur F. Weeks (SEAL)
Arthur F. Weeks
Fern Weeks (SEAL)
Fern Weeks

RSMcG:EM

State of Kansas I
County of Franklin ISS

Be it remembered, That on this 26 day of January 1928 before me the undersigned a Notary Public in and for said county and state came Arthur F. Weeks and Fern Weeks his wife who are personally known to me to be the same persons who executed the foregoing extension agreement, and such persons duly acknowledged the execution of the same.

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

S.D. Moherman

LS
Com expires March 11, 1928.

From

W.C. Howard

RELEASE

State of Kansas Douglas Co. ss
Filed for record June 1, 1928
At 2:35 P.M.

To

Milton Jameson

D. L. Williams
Register of Deeds

Know All Men by these presents, that W.C. Howard, of Douglas County, Kansas, the mortgagee, named in the certain mortgage hereinafter described, do hereby acknowledge that the instrument of mortgage bearing date the 19th day of June 1882 made and executed by Milton Jameson and Elizabeth Jameson his wife of Douglas County, Kansas, to myself, W.C. Howard and recorded in the office of the Register of Deeds in and for the county of Douglas in the State of Kansas, in book numbered three (3) at page number four hundred thirty two (432) thereof, of the records of said office is satisfied; the note and indebtedness thereby secured having been paid, and the said Register of Deeds is hereby authorized and directed to discharge such mortgage of record and after the record of this instrument, to make a minute of the discharge of such mortgage of record upon the margin of record thereof in accordance with the provisions of the statute in such cases made and provided.

Witness my hand this 15 day of June, 1916.

W.C. Howard,

State of Kansas I
Douglas County ISS

Be it remembered that on this 15 day of June 1916 before me a Notary Public in and for said county and state came W.C. Howard to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

LS
My commission expires July 5, 1917.

C.C. Stewart
Notary Public

The amount secured by this mortgage has been paid in full and is hereby released.