

MORTGAGE RECORD 75

395

SAUL BODENWORTH STATIONERY CO KANSAS CITY MO 64104

From
Mary P. Smith
To
Edward V. Price

EXTENSION AGREEMENT.

State of Kansas Douglas Co. ss
Filed for record Dec 18, 1928
At 10:40 A.M.

Geo. E. Wellman
Register of Deeds

3875
30 cc

This Agreement Made this 1st day of December A.D. 1928 by and between Edward V. Price of the City of Chicago County of Cook and State of Illinois, party of the first part and Mary P. Smith and Julius Smith, her husband of Baldwin in the county of Douglas and State of Kansas parties of the second part,

Witnesseth, That Whereas, Mary P. Smith and Julius Smith her husband heretofore executed a certain mortgage dated the 2nd day of January A.D. 1924 and recorded in the office of the Register of Deeds of Douglas County, State of Kansas on the 8th day of February A.D. 1924 as Document No. 2794 in Book 63 of Mortgages, at page 273 granting and mortgaging to Edward V. Price certain premises in said mortgage particularly described, and which said mortgage was given to secure payment of a certain principal promissory note executed by said Mary P. Smith and Julius Smith, her husband, for the sum of Twelve Thousand Dollars (\$12,000)

And Whereas said mortgage securing said principal promissory note is a valid and subsisting lien on the premises described in said mortgage for the amount of Twelve Thousand Dollars (\$12,000)

And Whereas, the said principal note by its terms will be due and payable on the 2nd day of January A.D. 1929.

And Whereas, the same is now owned and held by the said Edward V. Price,

And Whereas the said Mary P. Smith and the said Julius Smith her husband, are now the owners of the premises described in said mortgage, And whereas, the parties hereto have agreed upon an extension of the time of payment of said note upon the terms and conditions hereinafter set forth.

Now Therefore, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows, to-wit: The said Edward V. Price agrees with the said Mary P. Smith and Julius Smith her husband, that the time of payment of said principal note be and the same is hereby extended for a period of five years from the 2nd day of January A.D. 1929 to, to-wit: the 2nd day of January 1934, and the said Mary P. Smith and Julius Smith her husband, agree with the said Edward V. Price that they will pay to the legal holder of said principal note the said unpaid principal sum of Twelve Thousand Dollars (\$12,000) in said principal note mentioned on or before the 2nd day of January, 1934 without interest.

And the said parties hereto further mutually agree that all the provisions, stipulations, powers and covenants in said principal note and in the said mortgage contained shall stand and remain unchanged and in full force and effect for and during said extended period, except only as the same are herein and hereby specifically varied or amended; and further that in the event of a failure to pay the said principal sum of Twelve Thousand Dollars (\$12,000) on January 2, 1934 or to keep, fulfill or perform any or all of the covenants and agreements contained in said mortgage, then the whole of said principal sum shall, at the election of the legal holder of said principal promissory note, become at once, without notice, due and payable and may be collected in the same manner as if said extension had not been granted, anything hereinbefore contained, to the contrary notwithstanding.

And it is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind, and ensure, to the respective heirs, executors administrators, legal representatives and assigns of the said parties hereto.

In Witness Whereof the said parties hereto have signed, sealed and delivered these presents on the day and year first above written.

Edward V. Price (SEAL)
Mary P. Smith (SEAL)
Julius Smith (SEAL)

State of Illinois)
County of Cook) ss

I, Jessie R. Harker, a notary Public in and for said county in the state aforesaid, do hereby certify that Edward V. Price personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of December A.D. 1928.

LS

Jessie R. Harker
Notary Public.

State of Kansas)
Douglas County) ss

Be it remembered, that on this 10th day of December A.D. 1928 before me Chas E. Beeks a Notary Public in and for said county and state came Mary P. Smith and Julius Smith her husband to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

LS
My commission expires Apr. 7, 1929.

Chas E. Beeks
Notary Public