

## EXTENSION OF MORTGAGE

Rec. No. 572  
 Fee Paid \$6.75

WHEREAS, Sol Marks the present legal owner of the Promissory Note given by Joseph R. Ellingwood and Mrs. Emma Ellingwood, his wife, to Sol Marks for Twenty three hundred (\$2,300.00) Dollars, dated January 26th, 1927, due January 26th, 1930, and bearing interest at the rate of six per cent, per annum, payable semi-annually, both principal and interest payable at Watkins Nation Bank, which note is secured by a mortgage on Real Estate in the County of Douglas and State of Kansas, said mortgage recorded in Book 69 at page 557 in the Register of Deeds Office of said County and which property is now owned by Joseph R. Ellingwood and Emma Ellingwood, 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 to January 26th, 1933, that said note as extended shall bear interest at 6% per annum, payable semi-annually, (both principal and interest payable at Peoples State Bank, Lawrence, Kansas) 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 affected 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 principal note and the interest thereon as evidenced by six interest notes of even date herewith.

Witness our hands this 24th day of January 1930.

Joseph R. Ellingwood  
 Mrs. Emma Ellingwood

STATE OF KANSAS, DOUGLAS COUNTY, SS.

Be it remembered that on this 24th day of January A. D. 1930 before me, the undersigned, a Notary Public in and for said County and State, came Joseph R. Ellingwood and Emma Ellingwood, his wife, 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.

Legal Seal

My commission expires March 22, 1930

T. J. Sweeney Jr.  
 Notary Public

Recorded January 24, 1930 A. D. at 11:15 A. M.

*Chas E. Armstrong*-----Register of Deeds

## MORTGAGE

Reg. No. 573  
 Fee Paid \$12.25

THIS INDENTURE, Made the 31st day of December A. D. 1929 between F. K. Jardon and Virginia Jardon, his wife; Francis J. Weems, a widow; Virginia Moherman and William Moherman, her husband; Irene Jardon, a single woman; Richard Jardon, a single man, parties of the first part, and Collins Mortgage Company, a corporation, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of Five Thousand and No/100 dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit: Southeast Quarter of Section Twenty Five (25), Township Fourteen (14) Range nineteen (19) East of the Sixth Principal Meridian.

Together with the privileges and appurtenances to the same belonging.

TO HAVE AND TO HOLD the same to the said party of the second part, its successors and assigns, forever. And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance and hereby warrant the title thereto against all persons whomsoever, and waive all right of homestead therein.

CONDITIONED, HOWEVER, That if F. K. Jardon and Virginia Jardon, his wife; Frances J. Weems, a widow; Virginia Moherman and William Moherman, her husband; Irene Jardon, a single woman; Richard Jardon, a single man, said parties of the first part, their heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, on January 1, 1935, the sum of Five Thousand and No/100 Dollars, with interest, according to the terms of a promissory note bearing even date herewith executed by F. K. Jardon and Virginia Jardon, his wife, Frances J. Weems, a widow; Virginia Moherman and William Moherman, her husband, Irene Jardon, a single woman; Richard Jardon, a single man, said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgage, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than -----dollars, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the building shall be kept insured for a sufficient amount; also the comply with such co-insurance conditions) with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon insurance thereof deposit such policies with the said party of the second part, its successors or assigns, and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part its successors or assigns by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void,

In Return receipt page  
 In Original In Vol. 77 Page 58

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