GE RECORD No. 77

per ennum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said parties of the first part their heirs and assigns, and all persons claiming under them. And the said parties of the first part shall and will at their our expense from the date of the execution of said parties of the first part and interest, and all liens and charges by virtue hereof are fully paid this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the buildings erected and to be erected on said lands insured in some responsible off and discharged, keep the buildings erected and to be date of Kaness, to the amount of Dollars, for insurance company duly authorized to do business in the State of Kaness, to the amount of Dollars, for effect asid insurance in his own name and the premium or premiume, costs, charges and expenses for collected in the same meaner as the principal debt hereby secured. AND the said parties of the first part do hereby covenant and agree that at the delivery hereof insurance the lawful owners of the premises above granted, and seized of a good and indefensible estate they are the lawful owners of the premises above granted, and seized of a good and indefensible estate same in the quiet and peaceeble possession of said party of the second part his heirs and assigns forever against the lawful claims of all persons whomsover. If MINESS WHERDOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Executed and delivered in presence of Mary H. Williams

(Seal) Erie Boyd Ethel Boyd (Seal)

STATE OF KANSAS COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, that on this 10th day of April A. D. 1930 before me the undersigned, a Notary Public in and for said County and State, came Trie Boyd and Ethel Boyd who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed. IN TESTIMONY WHENDOF, I have hereunto subscribed my hand and effixed my official seal on the day only use that shows without

and year last above written.

Legal Seal

My commission expires Feb. 12, 1934

R. B. Stevens * Notary Public Elie & Commiliong ---- Register of Deeds

Recorded April 17, 1930 A. D. at 8:40 A. M.

Reg. No. 754 Fee Pais # 22,50

FRONT

78

No. 82190

SEL Sec 5 ex 5 a & STL Sec 9-15-18

WHEREAS, on the 15th day of February, 1920, Charles E. Simmons of Overbrook, Kansas, executed and delivered to The Northwestern Mutual Life Insurance Company of Milwaukee, Wisconsin, a mote in the sur of eleven thousand dollars secured by a mortgage of even date therwith upon certain real estate of eleven thousand dollars secured by a mortgage of even date therewith upon certain real estate situated in Douglas County, Kansas, filed for record in seld County on March 9, 1920 and recorded in Volume 57 of Mortgages, on page 448 and there remains unpaid of the principal of said note the sum of nine thousand dollars with interest from February 18, 1930 and WHEREAS, title to the mortgaged premises is now vested in Charles E. Simmons subject to said mortgage; and WHEREAS, esting for the principal of the principal of the sum of the

EXTENSION AGREEMENT

MEREAS, said Insurance Company has been requested to extend the time of payment of said note and mortgage as hereinefter stated, which it has consented to do in consideration of the payments to be

mortgage as hereinafter stated, which it has consented to do in consideration of the payments to te made as herein provide; NON THEREFORE, the said Charles E. Simmons, agrees to procure and deposit with said mortgagee policies of fire insurance to the amount of \$3500 and tornedo insurance and hereby agrees to pay the principal sum remaining unpaid as aforesaid on February 18, 1935, with the privilege, at any time after February 18, 1932 and before maturity of paying \$100, or any multiple thereof, upon said principal, provided that sixty days additional interest shall be paid on any and all such payments in excess of one-half of the principal sum; and said party also agrees to pay interest on the said sum of \$9000 from February 18, 1930 until paid at the rate of five and one-fourth per cent per annum, payable semi-annually.

And the parties hereto hereby agree that said note and mortgage shall continue a first lien upon And the parties hereto hereby agree that said note and mortgage shall continue a first lien upon said premises and shall remain in force, with all their covenants and conditions, except as herein

modified. IN WITNESS WHERTOF, The seid Cherles E. Simmons and Carrie E. Simmons, his wife, have hereunto set their hands this eleventh day of April A. D. 1930.

In presence of J. A. Cordts

Charles E. Simmons Carrie E. Simmons

STATE OF KANSAS, OSAGE, COUNTY, SS.

Be it remembered that on this 17th day of April A. D. 1930 before the undersigned J. A. Cordts a Notary Public in and for the County and State aforeraid, duly commissioned and qualified, personally came Charles E. Simmons and Carrie E. Simmons, his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors, and such persons duly

and severally acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written.

Legal Seal

My Commission expires Nov. 24, 1933. Recorded April 21, 1930 A. D. at 10:30 A. M.

Ehi & On J. A. Cordts Notery Public -----Register of Deeds

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