

MORTGAGE RECORD No. 77

\$81.25

Sep. 5, 1930 19--

On the 1st day of March 1931 for value received we promise to pay to Julius Marks or order at Peoples State Bank, Lawrence, Kansas Eighty one 25/100 Dollars for interest due on that day on note of \$2500.00 and if not paid promptly when due to draw ten per cent per annum until paid.

This note is given in extension of the note of \$2500.00 dated Sep. 1, 1925 given by Simon & Samuel Hurwitz to Watkins National Bank and now owned by Julius Marks.

Simon Hurwitz
Sylvia Hurwitz

Recorded Sept. 5, 1930 A. D. at 3:25 P. M.

Elis E. Connelley Register of Deeds

Reg. No. 970
Fee Paid \$14.00

EXTENSION AGREEMENT

WHEREAS, On the 25th day of May A. D. 1925 The Connecticut Mutual Life Insurance Company, of Hartford, Connecticut, loaned to Albert M. Rundle and Mary Rundle of --- in the County of --- and State of Kansas Seven thousand five hundred (\$7500.) Dollars to secure the repayment of which the said Albert M. & Mary Rundle executed a note for said sum of money due and payable on the 1st day of July A. D. 1930 at the office of The Connecticut Mutual Life Insurance Company, in the City of Hartford and State of Connecticut, and further secured the repayment of such loan and note by a duly executed and acknowledged mortgage which is recorded in the Recorder's Office of Douglas County, Kansas, in Book 67 of Mortgages page 160 and to which note and mortgage reference may be had, and upon which principal note there remains now due and unpaid the sum of Seven thousand five hundred (\$7500.) Dollars,

AND, WHEREAS, The said Albert M. Rundle is now the legal owner of the premises described in said mortgage and has made application to the said The Connecticut Mutual Life Insurance Company to extend the time of payment of said unpaid sum for five years from July 1, A. D. 1930 said unpaid sum to bear interest during the extended term of such payment, according to Extension coupon interest notes signed by him and has further agreed, and does hereby agree, to well and truly and promptly pay to the said The Connecticut Mutual Life Insurance Company said unpaid principal sum as follows: \$400 annually on July 1, 1931, 1932, 1933 and 1934 and \$5900 on July 1, 1935, and the extension coupon interest notes as they mature and to pay before the same shall become delinquent, all taxes and assessments of any kind that may be laid within the State of Kansas upon the premises or any part thereof, covered by said mortgage, or upon the interest of the said The Connecticut Mutual Life Insurance Company, its successors, assigns, in said premises, or upon the notes or debt secured by said mortgage, and to observe, fulfill, keep and perform all and singular the other covenants and agreements on his part in said mortgage contained and agreed to be kept and performed according to the true intent and meaning thereof.

AND, WHEREAS, Mary Rundle wife of said Albert M. Rundle joins herein and consents to this extension:

NOW, THEREFORE, The said The Connecticut Mutual Life Insurance Company, in consideration of the covenants and agreements on the part of the said Albert M. & Mary Rundle hereinbefore contained, the prompt and faithful performance whereof is a condition precedent, and time being of the essence of this contract hereby agrees to extend the time of payment of said principal note until and according to the respective dates above specified subject, however, to the privilege of prepaying \$100, or any multiple thereof, as in said note provided; and in the event of neglect or refusal by the said Albert M. & Mary Rundle to pay promptly during such extended term the interest payments as they severally become due, and the principal sum upon the expiration of such extended term, or to keep and perform all the covenants and agreements contained in said mortgage and in this extension agreement, then said principal note, as well as all overdue and accrued interest, or any other indebtedness owing under the provisions of this mortgage shall at once become due and payable and the said The Connecticut Mutual Life Insurance Company shall have full power and authority to proceed under and by virtue of said note and mortgage in as full and ample a manner as if this agreement had not been made. Nothing herein shall be construed to release or discharge the maker of said principal note and mortgage from liability thereon, this instrument being taken as collateral and additional security thereto.

IN WITNESS WHEREOF, the said The Connecticut Mutual Life Insurance Company has by its duly authorized Assistant Secretary signed and sealed this instrument the 3rd day of September A. D. 1930.

Corp. Seal

THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY
By Franklin H. Searle
Its Assistant Secretary

WE HEREBY ACCEPT the within conditions upon which said extension is granted, and agree to carry out the provisions of this agreement; and if we fail in so doing in every respect, we hereby authorize the holder of said notes and mortgage to proceed according to the provisions thereof the same as if the above agreement had not been made.

Albert M. Rundle (Seal)
Mary Rundle (Seal)

STATE OF KANSAS,
COUNTY OF SHAWNEE, SS.

BE IT REMEMBERED, That on this 11th day of August A. D. Nineteen Hundred and Thirty before me a Notary Public in and for said County, came Albert M. Rundle and Mary Rundle, his wife to me personally known to be the identical persons whose names are affixed to the above extension agreement and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Legal Seal

J. P. Slaughter Notary Public

My Commission Expires Jan'y 23, 1933

Recorded Sept. 10, 1930 A. D. at 8:30 A. M.

Elis E. Connelley Register of Deeds

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