

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64114

remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part his executors administrators and assigns at any time thereafter, to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be shall be paid by the party making such sale, on demand, to the said first party or his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

J. A. Deppe (Seal)

STATE OF KANSAS,  
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 27th day of August A. D. 1931 before me a Notary Public in and for said County and State, came J. A. Deppe, a Single Man to me personally known to be the same person who executed the foregoing instrument 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.

Legal Seal

Commission expires July 22, 1933

W. O. Gibbon Notary Public

Recorded August 27, A. D. 1931 at 10:00 A. M.

*Elmer C. Armstrong* Register of Deeds

#### \*\*\*\*\* EXTENSION OF LOAN

WHEREAS, The Peoples State Bank, Lawrence, Kansas, the present legal owner of the Promissory Note given by Henry B. McCurdy to Peoples State Bank, Lawrence, Kansas, for the sum of Ten Thousand (\$10,000.00) dollars dated August 28th 1926 due August 28th 1931 and bearing interest at the rate of six per cent per annum, payable semi-annually, both principal and interest payable at Peoples State Bank, Lawrence, Kansas, 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 408 in Register of Deeds office in said County and which property is now owned by Henry B. McCurdy and Theodore Whitwell McCurdy, his wife, has promised to extend the time of payment of said note as hereinafter set forth;

YORK, 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 of payment of the principal of said note shall be extended as follows: \$250.00 due February 28, 1932; \$250.00 due August 28th 1932, \$250.00 due February 28, 1933; \$250.00 due August 28, 1933 \$250.00 due February 28, 1934; \$250.00 due August 28, 1934; \$250.00 due February 28, 1935; \$250.00 due August 28, 1935; \$250.00 due February 28, 1936; \$7750.00 due August 28, 1936 that said note as extended shall bear interest at 6% per annum, payable semi-annually of the 28th day of February and August in each year; 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 said principal notes and the interest thereon. Witness our hands this 24 day of August 1931.

Henry B. McCurdy  
Theodore Whitwell McCurdy

STATE OF NEW YORK,  
NEW YORK COUNTY, SS.

Be It Remembered, that on the 24th day of August 1931 before me, the undersigned, a Notary Public in and for said County and State, came Henry B. McCurdy and Theodore Whitwell McCurdy, his wife, who are 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

H. W. Myers Notary Public

Commission expires

H. W. Myers  
Notary Public  
New York County No. 372  
New York County Register's No. 2 M 305  
Commission Expires March 30th 1932

Recorded August 28, 1931 at 11:45 A. M.

*Elmer C. Armstrong* Register of Deeds

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