

extended as follows:

\$ 100.00 due February 27th, 1934;
\$ 100.00 due February 27th, 1935;
\$ 100.00 due February 27th, 1936;
\$ 100.00 due February 27th, 1937;
\$ 500.00 due February 27th, 1938;

that said note as extended shall bear interest at 6% per annum, payable semi-annually on the 27th day of February and August in each year; provided that 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 obligations and conditions 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 notes and the interest thereon.

Witness our hands this 20th day of Feb'y, 1933.

Roy Towne

Mary Frances Towne

State of Kansas, Douglas County, SS.

Be It Remembered, that on the 20th day of Feb'y, 1933 before me, the undersigned, a Notary Public in and for said County and State, came Roy Towne and Mary Frances Towne, 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

My Commission expires Apr. 10, 1933

S. A. Wood
NOTARY PUBLIC

Recorded Feb. 20, A. D. 1933 at 4:00 P. M.

Edw. E. Connelley Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 4th day of February in the year of our Lord one thousand nine hundred and thirty-three, between H. F. Horn and Anna H. Horn, his wife of Ottawa, in the County of Franklin and State of Kansas Parties of the first part, and G. C. Fredeen party of the second part; WITNESSETH, That the said parties of the first part, in consideration of the sum of \$600.00 Six Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The SouthHalf (½) of the North Half (½) of the Southwest Quarter (SW¼) of Section Fourteen (14) Township Fifteen (15), Range Nineteen (19).

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances except, Second half of taxes for 1931 and all of taxes for 1932 which said first parties agree to pay on or before June 20, 1933. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$____ Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$600.00 Six Hundred DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 4th day of February 1934, to the order of said second party with interest at 7% per Annum payable annually.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises or if the Real Estate described herein shall be sold by the first parties, then this conveyance shall become absolute, and the whole sum 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 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 parties or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of
G. C. Woodmansee as to Anna H. Horn

H. F. Horn (Seal)
Anna H. Horn (Seal)

Reg. No. 2473

File No. 152

Recorded May 18, 1933

Edw. E. Connelley Register of Deeds

Witness my hand and seal this 4th day of February, 1933.

G. C. Fredeen

Notary Public

My Commission expires Apr. 10, 1933

S. A. Wood

NOTARY PUBLIC

Legal Seal

My Commission expires Apr. 10, 1933

S. A. Wood

NOTARY PUBLIC

Legal Seal

My Commission expires Apr. 10, 1933

S. A. Wood

NOTARY PUBLIC