

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 sum remaining due on said note shall be extended as follows: \$100.00 due September 1, 1933 \$100.00 due September 1, 1934 \$100.00 due September 1, 1935 \$100.00 due September 1, 1936 \$2800.00 due September 1, 1937

That said note as extended shall bear interest at 6 per cent per annum, payable semi-annually on the first days of March and September in each year, provided the same is paid when due, otherwise the instalments of both principal and interest are to draw ten per cent interest per annum after due, until paid; and that none of the other conditions and obligations of said note and mortgage, except as heretofore 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 from September 1, 1932.

Witnesseth our hands, this 8th day of March 1933.

At the end of one year or at any interest paying date thereafter, mortgagor has the option to pay on the principal of this note \$100 or any multiple thereof.

Frank Siebers
Catherine Siebers

STATE OF KANSAS, SHAWNEE COUNTY, SS.

BE IT REMEMBERED, That on this 14th day of March A. D. 1933 before me, the undersigned, a Notary Public in and for said County and State, came Frank Siebers and Catherine Siebers his wife who are personally known to me to be the same person 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
(Commission expires Dec. 11, 1935)

Sidney S. Smith
Notary Public.

Recorded April 12th, A. D. 1933 at 9:30 A. M.

Asa D. Cummings Register of Deeds

MORTGAGE

THIS INDENTURE, Made the 1st day of March A. D. 1933, between Florence M. Davis and Halleck C. Davis, her husband parties of the first part, and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the Laws of the State of New York, having its principal office at number 393 Seventh Avenue, New York City, N. Y., party of the second part;

WITNESSETH, That the said parties of the first part, in consideration of Seventy-five Hundred 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, its successors or assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit:

Northeast Quarter of Section Twenty (20), Township Twelve (12) South, Range Eighteen (18), East of the Sixth Principal Meridian

and containing 160 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever.

And the said parties of the first part 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 indefensible estate of inheritance therein, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the parties of the first part hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waive all benefit of the homestead, appraisement, exemption and stay laws of the State of Kansas, and agree to pay all fees necessary for recording this instrument.

CONDITIONED, HOWEVER, That whereas, the said parties of the first part, are justly indebted to the said The Equitable Life Assurance Society for money borrowed in the principal sum of Seventy-five Hundred and No/100 Dollars, to secure the payment of which, the parties of the first part, have executed and delivered to the said The Equitable Life Assurance Society a certain promissory note in the sum of Seventy-five Hundred and No/100 Dollars, bearing even date herewith and payable to the order of the The Equitable Life Assurance Society, its successors or assigns, according to the tenor and effect of said note, with interest thereon from March 1st, 1933 to maturity, at the rate provided for in said note, and both principal and interest to bear interest after maturity at the rate of ten (10) per cent per annum, payable annually, until paid.

And said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due and payable 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 mortgagee, 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 to procure and maintain policies of fire and if required tornado and windstorm insurance on the buildings erected and to be erected upon the above described premises in some responsible company or companies, to the satisfaction of the party of the second part, to the amount of ____ Dollars, less, if any, payable to the mortgagee or its assigns. It is further agreed that all policies of insurance, of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly assigned, pledged and delivered to said party of the second part, for further securing the payment thereof; all renewal policies to be delivered to the party of the second part at its New York office at least three days before the expiration of the old policies, with full power hereby conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of said obligations, unless otherwise paid, or in rebuilding or restoring the damaged buildings as the mortgagee may elect; and in the event of foreclosure hereunder, with power to assign to the