## MORTGAGE RECORD No. 77

WITNESSERH, that the said parties of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreement and advancements hereinafter specified to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presented or grant, bargain, sell, and mortgage to the said party of the second part, its successors 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 Southeast Quarter  $(SE_2^1)$  of the Northeast Quarter  $(NE_2^1)$  of the Southwest Quarter  $(ST_2^1)$  of Section One (1); and The West Half  $(NE_2^1)$  of the West Half  $(NE_2^1)$  of the Southwest Quarter  $(ST_2^1)$  of the Northwest Quarter  $(NT_2^1)$  of the Southeast Quarter  $(SE_2^1)$  of Section One (1); all in Township Thirteen (13), Range Nineteen (19).

with all the appurtenances, and all the estate, title, and interest of the parties of the first part

che have therein. And the seid Arthur Fritzel and Minnie M. Fritzel, his wife, do hereby covenant and egree that at And the Self Arthur Friezer and mainter at interes, interest, the safety contents and agree that at the delivery hereof they are the lamful owners of the premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances except one mortgage

the delivery hereof they are the Law ul others of the premises move gunted, and selfed of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one mortgage dated May 1, 1933, for \$5500.00. This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at date hereof or from time to time, as the parties hereto or either of them may now or hereinefter agree, with interest on said advancements from the date of the advancement mult paid; it being the intention of the parties hereto that this mortgage shall secure any advancement mult paid; it being the intention of the parties hereto that this mortgage shall secure any advancement made from time to time to the parties of the first part or either of them, by the party of the second part, hom-ever evidenced, whether by note, check, receipt, or book second, and to recenain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall become absolute, and the whole amount shall become due and payeble, and it shall be lawful for the said party of the second part, instance due and payeble, and it shall be instance of the said party of the second part, in the momen prescribed by law, and out of all the moneys arising from such sales to retain the amount then due for the principal and interest, together with the cost 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 said part\_ of the first part heirs and assigns. IN WITNESS WERDEF, The parties of the first part have heremute set their hands and seals the day

heirs and sesigns. IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in presence of

State of Kansas SS:

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Douglas County,

EE IT REWIMBERED, That on this 16th day of May A. D. 1933, before me, the undersigned, a Notary Public, in and for said County and State, came Arthur Fritzel and Minnie M. Fritzel, his wife, to me personally known to be the same persons who executed the foregoing instrument of writing, 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 My Commission Expires March 28, 1936 Katherine Borth Notary Public.

Que & Cometing-Register of Deeds

Arthur Fritzel

Minnie M. Fritzel (SEAL)

(SEAL)

Recorded May 18, A. D. 1933 at 8:30 A. M.

## CONTRACT FOR EXTENSION OF LOAN

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This agreement must be signed by all persons having any interest in the title.

WHEREAS, METROPOLITAN LIFE INSURANCE COMPANY the present legal owner of the Promissory Note given by August W. Holke and Emma Holke, his wife, to Maxwell Investment Company of Kansas City, Missouri and which said note has been heretofore duly and properly assigned to said METROFOLITAN LIFE INSURANCE COMPANY for the sum of THERY FIVE HUNDRED DOLLARS, of which there remains unpaid the sum of FIFTER HUMDRED Dollars, asid note dated May 1, 1923, due May 1, 1928, extended to May 1, 1935 by extension errement dated April 20, 1928; which said note is secured by a mortgage on Real Batate in the County of Doulass and State of Kansas, said mortgage recorded on the 26th day of May A. D. 1923 in Book 64 at page 219 in the Recorder's office of said County, and which property is now owned by James Denham, has promised to extend the time of payment of the principal sum remaining due on said note as herein-

af ter set forth: NOW, THEREPORE, THIS INDENTURE WITHESSETH, That in consideration of the premises and said pr 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 hall be extended as follows: \$1500.00 due May 1, 1938. That said note as extended shall bear interest at 52 per cent as follows: 3190.00 due May 1, 1930. That sain note as extended shall bear interest at 25 per cent per annum, payable annually on the first day of May in each year, provided the same is paid when due, otherwise the installments of both principal and interest are to draw ten per cent interest per annum after due, until padi; 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, buschell 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 May 1, 1933.

Keg. Ne. Yes Pale 325

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