

DOLLARS, of which there remains unpaid the sum of TWO THOUSAND Dollars, said note dated May 1, 1923, due May 1, 1928, extended to May 1, 1933 by extension agreement dated April 26, 1928, which said note is secured by a mortgage on Real Estate in the County of Douglas and State of Kansas, said mortgage recorded on the 5th day of June A. D. 1923 in Book 64 at page 245 in the Recorder's office of said County, and which property is now owned by Andrew J. Martin and A. J. Martin has promised to extend the time of payment of the principal sum remaining due on said note as hereinafter set forth:

NOW, 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 for payment of the principal sum remaining due on said note shall be extended as follows:

\$75.00 due May 1, 1934	\$75.00 due May 1, 1935
\$75.00 due May 1, 1936	\$75.00 due May 1, 1937
\$1700.00 due May 1, 1938.	

That said note as extended shall bear interest at 5½ per cent per annum, payable semi-annually on the first days of May and November 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 paid; 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 principal note and the interest thereon from May 1, 1933.

Witnesseth our hands, this 28th day of April 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.

Andrew J. Martin
May Martin

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, 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 Andrew J. Martin and May Martin his wife who are personally 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
(Commission expires May 6, 1935)

Chester A. Humphill
Notary Public.

Recorded June 6", A. D. 1933 at 10:45 A. M.

Chas. C. Cantelero Register of Deeds

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That THE PHI CHAPTER OF THE ALPHA OMIORON PI SORORITY, Incorporated, by Valborg Swenson, President, and Jessie Marie Cramer, Secretary, Grantor, of the County of Douglas, and State of Kansas, for and in consideration of the sum of Twenty-two Thousand Five Hundred Dollars (\$22,500.) in hand paid by THE AETNA BUILDING AND LOAN ASSOCIATION, of Topeka, Kansas, Grantee, do hereby sell and convey unto the said THE AETNA BUILDING AND LOAN ASSOCIATION, and its successors, or assigns, the following-described premises, situated in the County of Douglas, and the State of Kansas, to-wit:

Beginning at a point One Hundred Twenty-five (125) feet West of the Northwest corner of the intersection of Ohio Street and Hancock Street, in the City of Lawrence, Kansas, thence West One Hundred Twenty-five (125) feet, thence North Seventy-five (75) feet, thence East One Hundred Twenty-five (125) feet, thence South Seventy-five (75) feet to beginning, being in the Southwest Quarter of Section Thirty-one (31), Township Twelve (12), Range Twenty (20).

TO HAVE AND TO HOLD the above granted premises, with all the improvements thereon and appurtenances thereto belonging, unto the said Grantee and its successors or assigns forever.

And the said Grantor for itself and its successors and assigns, covenants with the said Grantee and its successors, or assigns, that the said premises are free and clear from any and all encumbrance, and that it has a good right and lawful authority to convey and mortgage the same, and that it will warrant and defend the title thereto against the lawful claims of any and all persons whomsoever.

THE CONDITIONS OF THIS MORTGAGE ARE SUCH, That whereas the said Grantor is making application for Forty-five (45) shares of installment stock of said THE AETNA BUILDING AND LOAN ASSOCIATION, which said stock will be issued to the said Grantor on the 1st day of September, 1934, and which said shares, when issued, the said Grantor does hereby transfer and assign to said Association as additional security for the aforesaid indebtedness, and hereby covenants, promises, and agrees to do and perform all things which the By-laws of said Association require of its shareholders and borrowers, and does hereby further promise to pay to said Association on said shares and loan the sum of Twenty-two Thousand Five Hundred Dollars (\$22,500.), according to the terms and tenor of a certain promissory note secured hereby, a copy of which is attached hereto, and marked Exhibit "A", and made a part hereof.

And the said Grantor for itself and its successors and assigns, hereby further promises and agrees that if at any time the above-described real estate be not occupied by the ten owner thereof as a homestead, the rents and profits accruing from the use thereof are hereby assigned to the said THE AETNA BUILDING AND LOAN ASSOCIATION to be collected by it, and all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the above obligation, the balance, if any, to be turned over to the legal owners of said real estate.

NOW, if the said Grantor, its successors, or assigns shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines, if any, on said stock, and keep

For New sec 95- 93

2163
3825