

## MORTGAGE RECORD No. 79

## ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, We hereby sell, transfer and assign to Lawrence National Bank, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by J. O. Howser and Mary E. Howser to D. F. Smith and Lola M. Smith, which mortgage is recorded in Book 76 of Mortgages, Page 421, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, We have hereunto set our hands this 23rd day of September 1933.

D. F. Smith  
Lola M. Smith

STATE OF KANSAS, )  
 ) SS.  
Douglas County, )

BE IT REMEMBERED, That on this 23rd day of September A. D. 1933 before me, Geo. W. Kuhne, a Notary Public in and for said County and State, came D. F. Smith and Lola M. Smith 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 Jan. 25, 1934

Geo. W. Kuhne  
Notary Public.

Recorded Sept. 23<sup>rd</sup>, A. D. 1933 at 4:50 P. M.

*Edw. E. Connelley* Register of Deeds

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## CONTRACT FOR EXTENSION FOR LOAN

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 A. J. Herrod and Sylvia Herrod, his wife, to Southwest Mortgage Company and which said note has been heretofore duly and properly assigned to said METROPOLITAN LIFE INSURANCE COMPANY for the sum of SEVENTY FIVE HUNDRED DOLLARS, of which there remains unpaid the sum of SEVENTY FIVE HUNDRED Dollars, said note dated September 1, 1928, due September 1, 1933, 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 11th day of September A. D. 1928 in Book 75 at page 371 in the Recorder's office of said County, and which property is now owned by A. J. Herrod, 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:

\$300.00 due September 1, 1934      \$300.00 due September 1, 1935  
\$5900.00 due September 1, 1935.

That said note as extended shall bear interest at 5½ 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 installments of both principal and interest are to draw ten per cent pinterest per annum after due, until paid; and that note of the other conditions and obligations of said note and mortgage, except as hereinbefore mentioned, shall be effected 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, 1933.

Witnesseth our hands, this 12th day of September 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, upon condition that, at the time of such pre-payment, interest on the amount of principal so paid shall be paid at the rate of ½ per cent per annum from the date of such pre-payment to the maturity of the note.

A. J. Herrod  
Sylvia Herrod

State of Kansas, Wyandotte County, SS.

BE IT REMEMBERED, That on this 15th day of September A. D. 1933 before me, the undersigned, a Notary Public in and for said County and State, came A. J. Herrod and Sylvia Herrod, 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 March 23, 1935)

Alia E. Everett  
Notary Public.

Recorded September 25<sup>th</sup>, A. D. 1933 at 9:00 A. M.

*Edw. E. Connelley* Register of Deeds

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Reg. No. 2241  
Jan Feb 1933