

MORTGAGE RECORD No. 79

37

WITNESS my hand and official seal.

Legal Seal
My commission expires May 1st, 1936

Frank L. Baker
Notary Public.

Recorded Nov. 6th, A. D. 1933 at 4:50 P. M.

Frank L. Baker Register of Deeds

ASSIGNMENT

FOR VALUE RECEIVED, We hereby sell, transfer and assign to The First Savings Bank of Lawrence, Kansas, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Frank Gosper and Emma Gosper to The Merchants Loan & Savings Bank, which mortgage is recorded in Book 61 of Mortgages, Page 359, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, We have hereunto set our hand this 4th day of November 1933.

Estate of Minnie S. Cowles, deceased,
By Fred S. Cowles Executor
By H. A. Cowles Executor
Executors.

STATE OF KANSAS,)
Douglas County,) ss.

BE IT REMEMBERED, That on this 4th day of November A. D. 1933, before me, F. C. Whipple, a Notary Public in and for said County and State, came Fred S. Cowles and H. A. Cowles, 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 January 27, 1935.

F. C. Whipple
Notary Public.

Recorded Nov. 7th, A. D. 1933 at 8:30 A. M.

Frank C. Whipple Register of Deeds

EXTENSION AGREEMENT

No. 96851
Ex. Sec 35-14-17.

WHEREAS, on the 12th day of June, 1923, John C. Miller and Mamie E. Miller of Overbrook, Kansas, executed and delivered to The Northwestern Mutual Life Insurance Company of Milwaukee, Wisconsin, a note in the sum of three thousand dollars secured by a mortgage of even date therewith upon certain real estate situated in Douglas County, Kansas, filed for record in said County on June 22, 1923, and recorded in Volume 64 of Mortgages, on page 296 and there remains unpaid of the principal of said note the sum of two thousand nine hundred fifty dollars with interest from June 12, 1933 and

WHEREAS, title to the mortgaged premises is now vested in John C. Miller and Mamie E. Miller, except as to the premises heretofore released from the lien and operation of said mortgage, subject to said mortgage; and

WHEREAS, said Insurance Company has been requested to extend the time of payment of said note and mortgage as hereinafter stated, which it has consented to do in consideration of the payments to be made as herein provided;

NOW THEREFORE, the said John C. Miller and Mamie E. Miller, individually and as husband and wife, agree to procure and deposit with said mortgagee policies of fire insurance to the amount of \$2500 and tornado insurance to the amount of \$2500 all in conformity with the provisions of said mortgage relating to insurance and hereby agree to pay the principal sum remaining unpaid as aforesaid on June 12, 1936, with the privilege, at any time of paying the whole or any part of the unpaid principal sum; and said parties also agree to pay interest on the said sum of \$2950 from June 12, 1933 to December 12, 1935 at the rate of five per cent per annum, and thereafter on the said sum of \$2950 from December 12, 1935 until paid at the rate of five and one-half per cent per annum, payable semi-annually.

And the parties hereto hereby agree that said note and mortgage shall continue a first lien upon said premises and shall remain in force, with all their covenants and conditions, except as herein modified.

IN WITNESS WHEREOF, the said John C. Miller and Mamie E. Miller, individually and as husband and wife, have hereunto set their hands this twenty-sixth day of September, A. D., 1933.

In presence of
J. A. Cordts
C. J. Cordts

John C. Miller
Mamie E. Miller

State of Kansas,)
Osage County,) ss.

Be it remembered that on this 12 day of Oct. A. D. 1933, before the undersigned J. A. Cordts a Notary Public, in and for the County and State aforesaid, duly commissioned and qualified, personally came John C. Miller and Mamie E. Miller, individually and as husband and wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors; and such persons duly and severally acknowledged the execution of the same.