

MORTGAGE RECORD No. 79

And the owner will keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgagee in insurance companies and in amount satisfactory to the Mortgagee, and the policies shall contain all proper clauses for the protection of the Mortgagee. If the owner shall fail to perform the above agreement the Mortgagee may declare the Mortgage in default, with the same appropriate penalties as recited in the Mortgage for other defaults, and may effect said insurance and all money paid therefor with interest at the penalty rate recited in said Mortgage shall be secured by and collectable under said Mortgage.

In accepting this extension agreement, The Prudential Insurance Company of America does not substitute the obligations of the signers hereof for the obligations of the original makers of the aforesaid note, nor does it intend to release the said original makers. The liability of every signer hereof is additional to the liability of the original makers and is intended to be joint and several with them.

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

IN WITNESS WHEREOF, the said JOHN KIM and IVA M. KIM, his wife, have hereunto set their hands and seals this 25th day of October, 1933.

Witness:

John Kim (SEAL)
Iva M. Kim (SEAL)

STATE OF KANSAS }
COUNTY OF Douglas } SS.:

On this 26th day of October, 1933, before me personally appeared JOHN KIM and IVA M. KIM, his wife, to me known to be the persons described in, and who executed the foregoing instrument, and to whom I made known the contents thereof, and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the day and year last above written.

Legal Seal

My term expires Jan. 25, 1934

Geo. W. Kuhns
Notary Public

Recorded Nov. 21 A. D. 1933 at 9:00 A. M.

Charles C. Crompton Register of Deeds

MORTGAGE

THIS MORTGAGE, Made this 25th day of October, 1933, by JOHN KIM and IVA M. KIM, his wife, of the County of Douglas and State of Kansas, parties of the first part, to THE DAVIS-WELLCOME MORTGAGE COMPANY, a corporation, existing under the laws of the State of Kansas, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part;

WITNESSETH, that said parties of the first part, in consideration of the sum of ONE HUNDRED TWENTY DOLLARS, to them in hand paid, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to wit:

Southeast Quarter (SW) Section One (1), Township Fifteen (15) South, Range Eighteen (18) East of the Sixth Principal Meridian, containing One Hundred Sixty (160) Acres, more or less.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance. This mortgage is subject and second to a mortgage executed by the parties of the first part to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, dated December 4th, 1923, to secure the payment of \$5000, covering the above-described real estate.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said parties of the first part have this day executed and delivered one certain promissory note in writing to said party of the second part, payable in installments as follows:

\$40.00 on June 12, 1934, Dec. 12, 1934 and June 12, 1935, respectively,

with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of THE DAVIS-WELLCOME MORTGAGE COMPANY, Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the services of said THE DAVIS-WELLCOME MORTGAGE COMPANY in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Party of the second

This following is confirmed on the original instrument.
 The debt secured by this mortgage has been paid in full and this mortgage is hereby cancelled.
 By *John Kim* and *Iva M. Kim*
 By *Charles C. Crompton*
 Reg. of Deeds
 1934
 2281
 204

Recorded Oct. 27, 1934
 By *Charles C. Crompton*
 Register of Deeds