

MORTGAGE RECORD No. 79

139

CONTRACT FOR EXTENSION OF LOAN

2335
1922

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

WHEREAS, THE STANDARD LIFE ASSOCIATION the present legal owner of the Promissory Note given by Alva B. Carter and Corinne Virginia Carter, his wife, to The Central Trust Company and which said note has been heretofore duly and properly assigned to said THE STANDARD LIFE ASSOCIATION for the sum of NINE THOUSAND DOLLARS, of which there remains unpaid the sum of SEVEN THOUSAND SIX HUNDRED FIFTY Dollars, said note dated July 9, 1928, due July 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 13th day of July A. D. 1928 in Book 70 at page 38 in the Recorder's office of said County, and which property is now owned by Alva B. Carter, A. B. Carter, Corinne V. Carter 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 January 1, 1935
- \$300.00 due January 1, 1936
- \$7050.00 due July 1, 1936

That said note as extended shall bear interest at 5 per cent per annum, payable semi-annually on the first days of January and July 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 July 1, 1933.

Witnesseth our hands, this 30th day of January 1934.

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.

Alva B. Carter
Corinne Virginia Carter

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 5th day of February A. D. 1934 before me, the undersigned, a Notary Public in and for said County and State, came Alva B. Carter and Corinne Virginia Carter 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 Oct. 8, 1934)

Erwin F. Abels
Notary Public.

Recorded February 19th, A. D. 1934 at 9:50 A. M.

Erwin F. Abels Register of Deeds

MORTGAGE

Loan No. 14-A-564
Application No. 14-A Douglas 26

THIS INDENTURE, Made this 17th day of February, A. D. Nineteen Hundred and Thirty four, by and between A. D. Harman and Nora L. Harman, Husband and wife, in the County of Douglas, and State of Kansas, parties of the first part, and the Home Owners' Loan Corporation, party of the second part; WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Five thousand seven hundred eighty-one and 51/100 DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby MORTGAGE AND WARRANT to the said party of the second part and to its successors and assigns forever, all of the following-described real estate, lying and situate in the County of Douglas, and State of Kansas, to-wit:

The South Thirty-(30) feet of Lot number Two (2) and the North Twenty (20) feet of Lot Three (3) in Parker's Addition to the City of Lawrence.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise appertaining, unto the said party of the second part, its successors and assigns forever:

PROVIDED, HOWEVER, That if the said parties of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the sum of money hereinafter stated and as herein provided according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said Mortgagors and payable at the office of said Corporation in Washington, D. C., which note represents a just indebtedness and actual loan from said Corporation to said Mortgagors and shall perform all and singular the covenants herein contained, then this mortgage to be void and to be released at the expense of the said Mortgagors, otherwise to remain in full force and effect.

The said obligors, for themselves, their heirs, executors, administrators and assigns, hereby covenant and agree;

Whenever there is a reference in the covenants and agreements herein contained, to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of the law) of the same.

For value received and the consideration of aforesaid, the Mortgagors herein hereby obligate themselves to pay to the Corporation at its office in Washington, D. C., or to its successors or assigns, the principal sum of \$5781.51, with interest at the rate of 5 per cent per annum on the unpaid balance and said principal and interest shall be payable \$45.72 monthly, from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

ATTEST:
Erwin F. Abels Register of Deeds
Erwin F. Abels Notary Public

L. JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 16 day of Jan. 1934, and that the same is duly recorded in Journal Book 116 at page 100. Witness my hand this 21 day of Jan. 1934.