

MORTGAGE RECORD No. 79

That in the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, the Corporation, its successors and assigns, shall have the right to demand that all damages awarded for the taking of or damages to said premises shall be paid to the Corporation, its successors or assigns, up to the amount then unpaid on this mortgage and may be applied upon the payment or payments last payable hereon.

The said Mortgagors bind themselves to keep all buildings and other improvements upon said premises in as good repair and condition as the same are in at this date but not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to any of the existing improvements thereon without the written consent of the holder or holders of said note and in the event of any violation or attempt to violate this stipulation each and all of the said notes shall immediately become due and collectible at the option of the holder or holders thereof.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any second mortgage or second trust deed or junior lien of any kind should be instituted, the Corporation may at its option immediately declare its lien and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

If any of said sums of money herein referred to be not promptly and fully paid within ninety (90) days next after the same severally become due and payable, or if each and all of the stipulations, agreements, conditions and covenants of said promissory note and this instrument, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the Corporation, its successors, legal representatives or assigns, as fully and completely as if the said aggregate sum of Five hundred ninety-four and 19/100 DOLLARS was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

If more than one joins in the execution hereof as Mortgagor or any be of the feminine sex the pronouns and relative words herein used shall be read as if written in plural or feminine, respectively.

And the said Mortgagors for said consideration do hereby expressly waive all benefit of the homestead and exemption laws of the State of Kansas.

In testimony whereof the said Mortgagors have hereunto subscribed their names on the day and year first above mentioned.

Fred Logan
Laura Logan

ACKNOWLEDGMENT

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 5th day of March, A. D. Nineteen Hundred and thirty-four before me, the undersigned, a Notary Public in and for said County and State, came Fred Logan And Laura Logan, Husband and wife, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY 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 March 22, 1934

T. J. Sweeney Jr.
Notary Public.
Douglas County, Kansas

Recorded March 5", A. D. 1934 at 3:10 P. M.

Register of Deeds

No. 119655

EXTENSION AGREEMENT

NW Sec 36-12-17, subj. to public use. for hwy.

WHEREAS, on the 14th day of January, 1929, Henry J. Deister of Leocompton, Kansas executed and delivered to THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY of Milwaukee, Wisconsin, a note in the sum of five 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 January 24, 1929 and recorded in Volume 75 of Mortgages, on page 416 and there remains unpaid of the principal of said note the sum of five thousand dollars with interest from January 14, 1934, and

WHEREAS, title to the mortgaged premises is now vested in Henry J. Deister, 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 Henry J. Deister and Lillian E. Deister, individually and as husband and wife, agree to procure and deposit with said mortgage policies of fire insurance to the amount of \$3500 and tornado insurance to the amount of \$3500 all in conformity with the provisions of said mortgage relating to insurance and hereby agree to pay the principal sum remaining unpaid as aforesaid as follows, viz.: Six hundred dollars thereof in four annual payments of \$150 each, payable respectively on January 14, 1935, 1936, 1937, and 1938, and the remaining \$4400 thereof on January 14, 1939, 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 \$5000, or the unpaid balance thereof from January 14, 1934 to July 14, 1935 at the rate of five per cent per annum and from July 14, 1936 on the unpaid balance of said principal sum; 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 Henry J. Deister and Lillian E. Deister, individually and as husband and wife, have hereunto set their hands this twentieth day of February A. D., 1934.

In presence of
Alice Smith
Kathleen Clark

Henry J. Deister
Lillian E. Deister

Ex. No. 2343
Fee Paid 12 50