

MORTGAGE RECORD No. 79

hereof; and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties taking such sale, on demand, to the said first parties or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

John A. Hoffman
Flossie E. Hoffman

STATE OF KANSAS.)
Franklin County,) ss.

BE IT REMEMBERED, That on this 1st day of March A. D., 1934, before me, a Notary Public in and for said County and State, came John A. Hoffman and Flossie E. Hoffman, His Wife to me personally known to be the same persons who executed the foregoing instrument, 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
Commission expires April 26, 1937

J. G. Spears
Notary Public

Recorded March 6", A. D. 1934 at 11:20 A. M.

John A. Hoffman - Register of Deeds

EXTENSION AGREEMENT

Lawrence, Kansas, Sept. 9, 1933.

WHEREAS, Peoples State Bank, Lawrence, Kansas, the owner of a certain mortgage note of Eight hundred Dollars, (\$800.00), given by Minnie W. Fitzpatrick et vir to Peoples State Bank, Lawrence, Kansas dated Sept. 9, 1927, and secured by mortgage recorded in Book 74 of mortgages, at page 137, in the office of Register of Deeds of Douglas County, Kansas, has agreed to extend the time of payment of said note to Sept. 9, 1936.

NOW, in consideration of such extension Minnie W. Fitzpatrick and F. G. Fitzpatrick, her husband the present owners of the land conveyed in the above described mortgage, do hereby agree to pay interest upon said note according to the tenor and effect of certain coupon notes of even date herewith, the extension of time of payment of said note and the payment of said coupon notes being subject in all respects, except as to date of payment, to the terms, recitals and conditions of said mortgage note hereinbefore mentioned, and to the provisions of said mortgage deed.

Original mortgage note previously extended
to Sept. 9, 1933 and extension agreement
recorded in Book 77, page 165.

Minnie W. Fitzpatrick
F. G. Fitzpatrick

Recorded Mar. 8, A. D. 1934 at 2:00 P. M.

John A. Hoffman - Register of Deeds

MORTGAGE

Loan No. 144 711
Application No. 144 Douglas 41

THIS INDENTURE, Made this 7th day of March, A. D. Nineteen Hundred and Thirty Four, by and between Arthur A. Hill and Maude Hill, 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 Nine hundred sixty-four and 75/100 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:

Lot Number Seventy-three (73) in Walnut Park, a subdivision of a portion of Addition Number Three (3) in that part of the city of Lawrence, known formerly as North Lawrence, Kansas.

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 Mortgageors 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 Mortgageors 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 Mortgageors, 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

The Nickles Mortgage having been paid in full, it is hereby released and the original instrument is to be destroyed within 11 days of March 1939
Philippe Hoffman

This Release was written on the original Mortgage entered this 1st day of March 1934

Herald G. Reed
Reg. of Deeds.
Rush Hill
Deputy

Log No. 2347
See File 200

In extension, see 25-244
In assignment - 99/265