

MORTGAGE RECORD No. 79

The following is endorsed on the original instrument. Jan. 29, 1936
The mortgage herein described having been paid in full, this mortgage is hereby
released and the lien thereby created is discharged.

37th
1936
The mortgage herein described having been paid in full, this mortgage is hereby
released and the lien thereby created is discharged.

Notarized
by F. C. Whipple, Notary Public
in and for Douglas County, Kansas

The NW¹/₄ of the NE¹/₄ of Sec. 13, also the south 22¹/₂ acres of the SW¹/₄ of the NE¹/₄ of Sec. 13; also the north 22¹/₂ acres of the NE¹/₄ of SE¹/₄ of Sec. 13; also the SE¹/₄ of the NW¹/₄ of Sec. 13 described more fully as follows: Commencing 40 rods south of the NE corner of the SE fr. ¹/₄ of NW fr. ¹/₄ of Sec. 13; thence west 80 rods; thence south to the Kansas River about 40 rods; thence southeasterly on line of said river to east line of said fr. ¹/₄; thence north to the place of beginning 80 rods more or less, containing 24 acres more or less; also 17¹/₂ acres of SW¹/₄ of NE¹/₄ of Sec. 13 described as commencing 45 rods north of SE corner of SW¹/₄ of NE¹/₄ of Sec. 13; thence north 35 rods; thence west 80 rods; thence south 35 rods; thence east 80 rods to place of beginning, the above land all being in Twp. 12 south of Range 13 east of 6th P. M. in Douglas County, Kansas.

The South 30 acres of the SE¹/₄ of the NE¹/₄ and Lot No. 8, containing 14 acres, all in Section 13, Twp. 12, Range 19.

with all the appurtenances, and all the estate, title, and interest of the parties of the first part therein.

And the said Fred V. Lewis and Anna M. Lewis, his wife, do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one mortgage of record for \$9000.00 on which there is a balance unpaid of \$7000.00.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, however evidenced, whether by note, check, receipt, or book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sales to retain the amount then due for the principal and interest, together with the cost and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed sealed and delivered in presence of

Fred V. Lewis (SEAL)
Anna M. Lewis (SEAL)

STATE OF KANSAS

Douglas County,

SS:

BE IT REMEMBERED, That on this 7th day of March A. D. 1934 before me, the undersigned, a Notary Public, in and for said County and State, came Fred V. Lewis and Anna M. Lewis, his wife, 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 Jan. 27, 1935

F. C. Whipple
Notary Public.

Recorded March 23rd, A. D. 1934 at 9:30 A. M.

Deed & Mortgage Register of Deeds

EXTENSION AGREEMENT

Topoka, Kansas, March 16, 1934

WHEREAS, The Liberty Life Insurance Company, the owner of a certain mortgage note of TWO THOUSAND and 00/100 Dollars (\$2000.00), given by Daniel Baker and Mattie Baker, his wife to The Liberty Life Insurance Company, dated April 1, 1929, and secured by a mortgage recorded in Book 75 of Mortgages, at page 459, in the office of the Register of Deeds of Douglas County, has agreed to extend the time for payment of said note to April 1, 1939.

NOW, THEREFORE, in consideration of such extension, Daniel Baker and Mattie Baker, his wife the present owner of the land conveyed by the above described mortgage deed, hereby agree to pay the principal of said note in the amount of SEVEN HUNDRED FIFTY FIVE and 00/100 Dollars (\$755.00), being the amount remaining unpaid, and interest thereon at the rate of 6% per annum on the first days of April and October of each year, according to the tenor and effect of certain coupon notes hereto attached and of even date herewith, and to comply with, and carry out all of the other terms and agreements of said note and mortgage deed. It is agreed that \$100.00 or any multiple thereof may be paid on the principal sum of said note at any interest paying date.

It is understood and agreed that the extension of time of payment of said principal note, and the payment of said coupon notes, are subject in all respects, except as to date of payment, to the terms, recitals and conditions of said mortgage note and the mortgage deed herein referred to.

Daniel Baker
Mattie J. Baker

Ex. No. 2361
For file 200