

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 Four Thousand Ninety-Five and 87/100 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.

Mary L. Hardin
F. S. Hardin

ACKNOWLEDGMENT

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 2nd day of May, A. D. Nineteen Hundred and Thirty-Four before me, the undersigned, a Notary Public in and for said County and State, came Mary L. Hardin and F. S. Hardin, wife and husband 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 April 10, 1937

S. A. Wood
Notary Public,
Douglas County, Kansas

Recorded May 2ⁿ, A. D. 1934 at 4:40 P. M.

John S. Wood Register of Deeds

AGREEMENT FOR EXTENSION OF FARM LOAN NO. 124639

WHEREAS, there now remains unpaid on a certain note executed and delivered by Fred Lewis Howard and Myrtle Ruth Howard, his wife, to The Prudential Insurance Company of America, secured by a mortgage upon real estate in Douglas County, Kansas, dated May 10th, 1924, recorded in said County on May 13th 1924, in Volume 66 of mortgages on Page 345, the sum of ONE THOUSAND EIGHT HUNDRED Dollars, with interest from May 16th, 1934, and,

WHEREAS, title to the mortgaged premises is now vested in Fred Lewis Howard and Myrtle Ruth Howard, his wife, subject to said mortgage, and,

WHEREAS, the said Insurance Company has been requested to make said note payable as hereinafter agreed, which it has consented to do in consideration of the payments to be made as herein provided.

NOW, THEREFORE, the said FRED LEWIS HOWARD and MYRTLE RUTH HOWARD, his wife, hereby agree to pay the principal sum remaining due as aforesaid as follows: ONE THOUSAND EIGHT HUNDRED DOLLARS, payable on or before five years from May 16, 1934, in annual payments of FIFTY DOLLARS, payable on the 16th day of May each year, beginning with the 16th day of May, 1935, and one payment of SIXTEEN HUNDRED DOLLARS payable on the 16th day of May, 1939, with interest thereon from May 16th, 1934, to May 16th, 1939, at the rate of five per cent. per annum, payable annually; and with interest after maturity as set forth in said note.

PREPAYMENT PRIVILEGE: Privilege is given to make additional payments of \$100.00 or multiples thereof on account of principal on any interest paying day.

In further consideration of the extension of the time of payment of the above indebtedness the owner does hereby grant and convey unto the said Mortgagees all of the rents, issues, use and profits of and the crops raised on the mortgaged premises.

And the owner will keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgagees 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

Reg. No. 3292
Fee Paid \$4.50