

MORTGAGE RECORD No. 79

EXTENSION AGREEMENT AND COUPONS

Lawrence, Kansas, July 18, 1934.

WHEREAS, Peoples State Bank, Lawrence, Kansas the owner of a certain mortgage note of One thousand 00/100 Dollars, (\$1,000.00), given by Ellen M. Smith and J. J. Smith, her husband to Peoples State Bank, Lawrence, Kansas dated July 18, 1933, and secured by mortgage recorded in book 76 of mortgages, at page 584, in the office of Register of Deeds of Douglas County, Kansas, has agreed to extend the time of payment of said note to July 18, 1937.

NOW, in consideration of such extension Ellen M. Smith & J. J. Smith, 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.

Ellen M. Smith
J. J. Smith

Recorded July 21, A. D. 1934 at 1:25 P. M.

E. J. Smith Register of Deeds

CONTRACT FOR EXTENSION OF LOAN

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

WHEREAS, METROPOLITAN LIFE INSURANCE COMPANY the present legal owner of the Promissory Note given by Howard M. Kennedy and Dollie Kennedy, his wife, to Southwest Mortgage Company of Kansas City, Mo. and which said note has been heretofore duly and properly assigned to said METROPOLITAN LIFE INSURANCE COMPANY for the sum of THREE THOUSAND DOLLARS, of which there remains unpaid the sum of TWENTY SIX HUNDRED DOLLARS, said note dated October 1, 1924, due November 1, 1929 extended to November 1, 1934 by extension agreement dated Sept. 28, 1929 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 5th day of November, A. D. 1924 in Book 65 at page 234 in the Recorder's office of said County, and which property is now owned by Jean Herdman Wilmoth who is the same party some times known and described as Jean H. Wilmoth 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:

\$100.00 due November 1, 1935	\$100.00 due November 1, 1936
\$100.00 due November 1, 1937	\$100.00 due November 1, 1938
\$2200.00 due November 1, 1939.	

That said note as extended shall bear interest at $5\frac{1}{2}$ per cent per annum, payable annually on the first day of November 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 November 1, 1934.

Witnesseth our hands, this 5th day of July 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, upon condition that, at the time of such pre-payment, interest on the amount of principal so paid shall be paid at the rate of $\frac{1}{4}$ per cent per annum from the date of such pre-payment to the maturity of the note.

Jean Herdman Wilmoth
W. L. Wilmoth

State of Kansas, Marshall County, ss.

BE IT REMEMBERED, That on this 9th day of July A. D. 1934 before me, the undersigned, a Notary Public in and for said County and State, came Jean Herdman Wilmoth also known as Jean H. Wilmoth and W. L. Wilmoth her husband 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 June 2, 1935)

C. D. Smith
Notary Public

Recorded July 24th, A. D. 1934 at 10:50 A. M.

E. J. Smith Register of Deeds