

MORTGAGE RECORD No. 79

295

a like sum each month thereafter until the total amount of indebtedness to the Association has been paid in full.

Now, if the said parties of the first part shall cease to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

In the event of the foreclosure of this mortgage and the sale of said premises, the mortgagors expressly waive appraisalment.

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

John W. Brand
Catherine S. Brand

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

Be it remembered, that on this 20th day of December A. D. 1934, before me, the undersigned a Notary Public in and for the County and State aforesaid, came John W. Brand and Catherine S. Brand, his wife who are personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

Legal Seal

I. C. Stevenson Notary Public

My commission expires Oct. 18, 1936

Recorded Dec. 21 A. D. 1934 at 9:25 A. M.

John E. Cunningham Register of Deeds

MORTGAGE

Loan No. 13

THIS INSTRUMENT, Made this 16th day of December A. D. 1934, between Orville E. Smith and Varvel Smith, his wife of Douglas County, in the State of Kansas, of the first part, and The Lawrence Bldg. & Loan Association of Lawrence, Kansas, of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of Fourteen Hundred Twelve and 76/100 Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to-wit:

Lot Sixteen (16) on Rhode Island St. in the city of Lawrence.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Fourteen Hundred Twelve and 76/100 Dollars, with interest thereon, and such charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby advanced by the said Lawrence Building and Loan Association, to be repaid in monthly installments of \$16.00 each, including both principal and interest. First payment of \$16.00 due on Jan. 16, 1935, and a like sum each month thereafter until the total amount of indebtedness to the Association has been paid in full.

Now, if said parties of the first part shall cease to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

In the event of the foreclosure of this mortgage and the sale of said premises the mortgagors expressly waive appraisalment.

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

Orville E. Smith
Varvel Smith

STATE OF KANSAS
COUNTY OF DOUGLAS, SS.

Be it remembered, that on this 16th day of December A. D. 1934, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Orville E. Smith and Varvel Smith, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

Legal Seal

My commission expires Oct. 18, 1936

I. C. Stevenson Notary Public

Recorded Dec. 21, A. D. 1934 at 9:30 A. M.

John E. Cunningham Register of Deeds

EXTENSION AGREEMENT

CONTRACT FOR EXTENSION OF LOAN

WHEREAS, The Security Benefit Association, the present legal owner of the Promissory Note given by XI Chapter of Sigma Kappa, a corporation to The Central Trust Company and which said note has been heretofore duly and properly assigned to said The Security Benefit Association for the sum of Twenty Thousand Dollars, of which there remains unpaid the sum of Thirteen Thousand Four Hundred Dollars, said note dated January 16, 1925, due January 1, 1935, which said note is secured by a mortgage on real

Page 2734
Book 1000

This mortgage has been paid in full, and the Register of Deeds is authorized to return the Security Building and Loan Association to the State of Kansas, and the Secretary of the State of Kansas, Jan. 12, 1941

one written on the original not to be used for any other purpose

Page 2557
Book 1000