

MORTGAGE RECORD No. 79

Estate in the County of Douglas and State of Kansas, said mortgage recorded on the 19th day of February A. D. 1925 in Book 55 at page 597 in the Recorder's office of said County and which property is now owned by ----- 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: \$700.00 due Jan. 1, 1936; \$300.00 due Jan. 1, 1937; \$500.00 due Jan. 1, 1938; \$600.00 due Jan. 1, 1939; \$600.00 due Jan. 1, 1940; \$600.00 due Jan. 1, 1941; \$600.00 due Jan. 1, 1942; \$600.00 due Jan. 1, 1943; \$600.00 due Jan. 1, 1944; \$6300.00 due Jan. 1, 1945.

That said note as extended shall bear interest at six per cent per annum, payable semi-annually on the first days of January and July 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 January 1, 1935.

Witnesseth our hands, this 16th day of December 1934.

Corps. Seal
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.

XI Chapter of Sigma Kappa, a corporation,
By Ruth Beaty, President,
Suel Whitzel, Secretary

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 19th day of December, A. D. 1934 before me, the undersigned, a Notary Public in and for said County and State, came Ruth Beaty as President, and Suel Whitzel as Secretary of XI Chapter of Sigma Kappa, a Corporation to me personally known to be such officers and the same persons who executed the foregoing instrument on behalf of said corporation, and they duly acknowledged the execution of the same as their free act and deed as such officers, and the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.

Legal Seal

Karl Kloss Notary Public

Commission expires Aug. 1, 1938

Recorded Dec. 21, A. D. 1934 at 10:25 A. M.

E. E. Connelley Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 14th day of December, in the year of our Lord nineteen hundred and thirty four by and between XI Chapter of Sigma Kappa, a Corporation, of the County of Douglas and State of Kansas, parties of the first part, and The Central Trust Co., party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six Hundred Seventy and no/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey, and Warrant, unto the said party of the second part, its successors and assigns, all of the following-described real estate, situated in County of Douglas and State of Kansas, to-wit: Beginning at a point 281.5 feet South and 157 feet, 8 inches East of the intersection of the West line of Babcock's Addition (being the West line of the NW 1/4 of Sec. 6, Twp. 13, Range 20) with the center line of Euclid Street (vacated) produced West, for a point of beginning; thence due East 130 feet; thence due South 50 feet; thence on an arc of a circle 220.9 feet Southwesterly to a point 207.25 feet South of the point of beginning; thence North 207.25 feet to the point of beginning, less the West 10 feet of the North 25 feet deeded for roadway: all in the City of Lawrence, Douglas County, Kansas, being Lots 13 and 14 in Fort Thatcher Place, vacated, less said roadway.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, Forever, free and clear of all incumbrance except a certain mortgage for \$20,000.00 dated January 15, 1925, payment of \$18,400.00 of which has been extended to January 1, 1945, and existing second mortgage now of record.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said parties of the first part have this day executed and delivered their certain promissory note in writing to said party of the second part for the sum of \$670.00 payable in six installments as follows:

\$111.70 due July 1, 1935
\$111.66 due January 1, 1936
\$111.66 due July 1, 1936
\$111.66 due January 1, 1937
\$111.66 due July 1, 1937
\$111.66 due January 1, 1938

with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of The Central Trust Co., Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the services of The Central Trust Co., in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of