

MORTGAGE RECORD No. 79

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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; that they have good right to sell and convey said premises, and that they will WARRANT and DEFEND the same against the lawful claims of all persons.

THIS GRANT is intended as a mortgage to secure the payment of the sum of \$8500.00 - - - - - SIXTY FIVE HUNDRED and 00/100 - - - DOLLARS, and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto; this day executed by the said Roy Low, and Elvira Low, his wife; and Herbert M. Low, a single man payable to The Liberty Life Insurance Co., or order, at the office of The Liberty Life Insurance Co., Topeka, Kansas, with interest payable semi-annually on the first day of January and July in each year. The parties of the first part agree that they will pay taxes and assessments upon said premises before they shall become delinquent, and they will keep the buildings on said property insured for \$1800.00 in some approved Insurance Company, payable; in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

NOW, If such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party or its assigns, interest at the rate of ten per cent, per annum, computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid and any payments made, on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent, per annum, but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments, with interest at ten, per cent, per annum in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part, its successors or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, Appraisement Waived or not at the option of the party of the second part, and out of the moneys arising from such sale to retain the amount then due, or to become due, according to the conditions of this instrument, and interest at ten per cent, per annum from the time of said default until paid, together with the costs and charges of making such sale, to be taxed as other costs in the suit.

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

Roy Low
Elvira Low
Herbert M. Low

STATE OF KANSAS)
County of Shawnee) ss.

BE IT REMEMBERED, That on this 15 day of January A.D. 1935 appeared before me, a Notary Public in and for said County and State, Roy Low and Elvira Low, his wife; to me personally known to be the same persons who executed the foregoing mortgage, and duly acknowledged the execution thereof.

(SEAL) IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires May 25 1936.

Mary R. Jones Notary Public.

State of Oklahoma, Washington County, ss.

BE IT REMEMBERED, That on this 22nd day of January A.D. 1935 before me, the undersigned, a notary public in and for the County and State aforesaid, came Herbert M. Low, a single man, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL)

Lotta M Miller
Notary Public.

Commission expires Oct 30, 1938

Recorded Feb. 4, 1935 at 11:15 A.M.

Nand A. Bell Register of Deeds.

Receiving No. 79

CONTRACT FOR EXTENSION OF LOAN

Reg. No. 15
Fee Paid 1.00

WHEREAS, THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, NEW YORK, N. Y. the present legal owner of the Promissory Note given by George W. Hunsinger and Marie Hunsinger, his wife, to The Central Trust Company and which said note has been heretofore duly and properly assigned to said The Equitable Life Assurance Society of the United States, New York, N. Y. for the sum of FOUR THOUSAND DOLLARS, of which there remains unpaid the sum of FOUR THOUSAND Dollars, said note dated August 14, 1929, due November 1, 1934, 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 22nd day of August A. D. 1929 in Book 70 at page 50 in the Recorder's office of said County, and which property is now owned by George W. Hunsinger 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:

\$150.00 due November 1, 1935 \$150.00 due November 1, 1936
\$150.00 due November 1, 1937 \$150.00 due November 1, 1938
\$3400.00 due November 1, 1939.

That said note as extended shall bear interest at 5 per cent per annum, payable semi-annually on the first days of May and November in each year, provided the same is paid when due, otherwise the

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.
As witness my hand this 10th day of January A.D. 1935.
Attest: 6th day of Jan 1935 Liberty Life Insurance Co. (copy &c)

This Release was written on the original Mortgage entered this 3 day of Jan 19 35
Nand A. Bell
Reg. of Deeds
Deputy