

## MORTGAGE RECORD No. 79

State of Kansas )  
Leavenworth County ) SS:

BE IT REMEMBERED that on this 1st day of May, A.D., 1935, before me the undersigned, a Notary Public in and for the County and State aforesaid came Turner W. Bell and Lizzie M. Bell, 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 affixed my Notarial seal the day and year last above written.

(SEAL) Term expires January 5th, 1939

Marcella V. Davis  
Notary Public

Recorded May 28, 1935 at 11:45 A.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 634

(The following is endorsed on the original instrument recorded in Mortgage Book 63, Page 183)

### ASSIGNMENT

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to John W. Waggoner -- without recourse.

(CORPORATE SEAL)

The Merchants Loan and Savings Bank  
By F. C. Whipple Cashier

STATE OF Kansas )  
COUNTY OF Douglas ) ss:

BE IT REMEMBERED, that on this 16th day of November A.D. 1932, before me, the undersigned, a Notary Public in and for said County and State, came F. C. Whipple, Cashier of The Merchants Loan & Savings Bank, the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage as such Cashier and such person duly acknowledged the execution of said assignment, as the act of said corporation.

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

(SEAL) My Commission Expires Jan. 14, 1935.

Leona R. Pipert  
Notary Public.

Recorded May 28, 1935 at 2:00 P.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 634

### MORTGAGE EXTENSION AGREEMENT

WHEREAS, on the 7th day of June, 1933, Charles F. Hale and Rose M. Hale, his wife executed and delivered a certain mortgage to Peoples State Bank, Lawrence, Kansas, which said mortgage was recorded in book 76, page 570 of the mortgage records of Douglas county, State of Kansas, to secure the payment of a note dated June 7, 1933, due June 7, 1935, in the principle sum of \$500.00, with interest at the rate of 7 per cent., payable semi-annually on the seventh days of June and December; and

WHEREAS, the undersigned, Rose M. Hale, a widow hereby covenants that she is the present legal owner of the premises described in said mortgage recorded as aforesaid, to which reference is hereby made for particular description of said real property, and the undersigned do hereby agree that there remains a balance due and unpaid on said indebtedness in the amount of \$250.00, represented by the above described note and mortgage; and

WHEREAS, Peoples State Bank of Lawrence, Kansas is the present owner and holder of the note representing the unpaid balance due on said indebtedness and the mortgage securing the same, and, upon the application of the obligor hereinbefore named, has consented that time of payment of said note and mortgage may be extended upon the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the extension of time for the payment of said indebtedness the undersigned covenant and agree to pay the said indebtedness on or before the 7th day of June, 1938, together with interest thereon at the rate of 7 per cent. per annum, payable semi-annually on the 7th days of June and December in each calendar year; principal and interest to be payable at Peoples State Bank, and in the event the principal sum or any interest be not paid when due, then said principal sum or any part thereof not paid when due or demandable and all interest due and unpaid shall bear interest after maturity at the rate of 10 per cent. per annum. Time is of the essence of this extension agreement; and in the event of default in the payment of any interest when due or the non-payment of taxes or breach of any of the covenants contained in said original mortgage, it shall be optional with the legal owner of said principal note and mortgage to declare said principal sum immediately due and payable.

It is expressly understood that nothing herein contained shall be construed to impair the security of the owner and holder of said note and mortgage, its successors or assigns, but that all of the covenants and conditions of said note and mortgage shall continue in full force and effect in so far as they are not inconsistent with this extension agreement, to which they are to apply as fully as if the terms of this agreement were originally set forth in and made a part of said note and mortgage.

Permission is given to make payments upon principal in the sum of Fifty Dollars (\$50.00) or multiples thereof at any interest-paying time.

IN WITNESS WHEREOF, the undersigned has affixed her signatures, this 31 day of May, 1935.

Rose M. Hale

Reg. No. 120-  
Fee Paid 20¢