

1935, and to continue on the 1st day of each succeeding month until the whole of said sum is paid in full, said principal and interest being payable at the office of THE ABTMA BUILDING AND LOAN ASSOCIATION, Topeka, Kansas.

This note is secured by a mortgage on the following described real estate, to wit;

The North Half of Lots One Hundred Twenty-two (122), One Hundred Twenty-four (124) and One Hundred Twenty-six (126) on Indiana Street, Baldwin City, Kansas.

We do hereby promise and agree to pay all taxes on said real estate when the same are due and payable, and keep the buildings thereon insured against loss from fire and tornado during the existence of said loan in some insurance company acceptable to said Association with policies of insurance conditioned that loss, if any, shall be payable to said Association as its interests may appear. In case of failure to pay said taxes or maintain said insurance as hereinbefore provided for, said Association may pay said taxes and maintain said insurance, and the amount of money so expended shall become a part of said principal debt and bear interest from the date of such payment at the rate of ten per cent per annum, and be due and payable on demand.

It is expressly declared and agreed that this note is made and executed under and is to be construed by the laws of the State of Kansas in every particular and is given for an actual loan of said sum. This note is to bear interest at the rate of ten per cent per annum after default. Appraisal waived.

Dated at Baldwin, Kansas this 10th day of August, 1935.

ATTEST: G. T. Chubb Secretary.

ZETA CHI ALUMNI ASSOCIATION, A Corporation.
By Walter Brown President.

NOW, If said party 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 money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon shall, by these presents, become due and payable, and the party of the second part shall be entitled to the possession of said premises. All rights of redemption are hereby waived.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand, the day and year first above written.

ATTEST: G. T. Chubb Secretary.

ZETA CHI ALUMNI ASSOCIATION, A Corporation
By Walter Brown President.

State of Kansas, County of Douglas, ss.

BE IT REMEMBERED, That on this 27 day of August A.D. 1935, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Walter Brown, President of Zeta Chi Alumni Association, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and G. T. Chubb, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of such corporation for the uses and purposes therein set forth.

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

(NOTARY PUBLIC SEAL) Term expires Apr. 7 - 1937

Chas. E. Deeks

Recorded August 27, 1935 at 11:20 A.M.

Harold A. Beck

Register of Deeds.

Receiving No. 1044

EXTENSION AGREEMENT

WHEREAS, EQUITABLE LIFE INSURANCE COMPANY OF IOWA the present legal owner of the Promissory Note given by Martha Gottstein, widow; Clarence W. Gottstein and Carrie Gottstein, his wife; Floyd A. Gottstein and Irene Gottstein, his wife; Etha Dunn and Perry Dunn, her husband; J. R. Gottstein, single; Emma Hoskinson and Herve Hoskinson, her husband; Frank Gottstein, single; and Fred Gottstein, single; and which said note has been heretofore duly and properly assigned to said EQUITABLE LIFE INSURANCE COMPANY OF IOWA for the sum of SIX THOUSAND DOLLARS, of which there remains unpaid the sum of SIX THOUSAND Dollars, said note dated June 28, 1928, due September 1, 1935, 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 10th day of August A. D. 1928 in Book 70 at page 40 in the Recorder's office of said County, and which property is now owned by Martha Gottstein 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: \$200.00 due Sept. 1, 1935 \$200.00 due Sept. 1, 1937 \$200.00 due Sept. 1, 1939 \$200.00 due Sept. 1, 1939 \$5200.00 due Sept. 1, 1940. That said note as extended shall bear interest at 5 per cent per annum, payable semi-annually on the first days of March and September 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 September 1, 1935.

Witnesseth our hands, this 7th day of August 1935

Martha Gottstein

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.

Rec. No. 240-
Fee Paid \$15.00