

MORTGAGE RECORD No. 79

in a southeasterly direction to a point forty-one (41) rods east of the point of beginning, thence forty-one (41) rods west to the point of beginning containing in all ten and fifty one-hundredths (10.50) acres, more or less, less that portion described in deed recorded in Book 132, Page 396, all in Douglas County, Kansas."

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Roy L. Fleming and Frances Fleming, his wife 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Five Hundred and 00/100 - - - DOLLARS, according to the terms of one certain promissory note this day executed by the said Roy L. Fleming and Frances Fleming, his wife to the said party of the second part; said note being given for the sum of One Thousand Five Hundred and 00/100 DOLLARS, dated December 3, 1935, due and payable in five years from Dec. 1, 1935 with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of ... DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable, or not, at the option of the part of the second part; and it shall be lawful for the part of the second part,executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law -- appraisement hereby waived or not, at the option of the part of the second part,executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the saidheirs or assigns.

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

Roy L. Fleming
Frances Fleming

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 7th day of December, A. D. 1935, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Roy L. Fleming and Frances Fleming to me personally known 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 official seal, on the day and year last above written.

Oscar J. Lane
Notary Public

(SEAL) (My commission expires March 9, 1936)

Recorded Dec. 9, 1935 at 11:35 A.M.

Harold A. Beck Register of Deeds.

Receiving No 1613

CONTRACT FOR EXTENSION OF LOAN.

WHEREAS, Peoples State Bank, Lawrence, Kansas, the present legal owner of the Promissory Note given by V. K. Bruner and Grace S. Bruner, husband and wife, to Peoples State Bank, Lawrence, Kansas, for the sum of FORTY EIGHT HUNDRED (\$4800.00) - - - DOLLARS, dated February 11th, 1927, due February 11th, 1932, and bearing interest at the rate of six per cent, per annum, payable semi-annually, both principal and interest payable at Peoples State Bank, Lawrence, Kansas, which note is secured by a mortgage on Real Estate in the County of Douglas and State of Kansas, said mortgage recorded in Book 69 at page 574 in Register of Deeds Office in said County, and which property is now owned by V. K. Bruner and Grace S. Bruner, husband and wife, has promised to extend the time of payment of the unpaid balance of \$3600.00 of said note as hereinafter set forth (said note having been previously extended by Extension Agreement recorded in Book 77, Page 452 of records of Douglas County, Kansas):

NOW, therefore, THIS INDENTURE WITNESSETH, That in consideration of the premises and said promise above recited, whose names are hereunto subscribed have agreed with the legal owner of said note, as follows: That the time of payment of the balance of the unpaid principal of said note shall be extended as follows: \$150.00 due August 11, 1935; \$150.00 due February 11, 1937; \$150.00 due August 11, 1937; \$150.00 due February 11, 1938; \$3000.00 due February 11, 1939; that said note as extended shall bear interest at 6% per annum, payable semi-annually on the 11th day of February and August in each year; provided the same is paid when due, otherwise it shall bear interest at the rate of ten per cent. per annum; 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 said principal notes and the interest thereon.

WITNESS, our hands this 9th day of December, 1935.

V. K. Bruner
Grace S. Bruner

State of Kansas)
County of Douglas) ss.

Be It Remembered that on this 9th day of December, 1935 before me, the undersigned, a Notary Public in and for said County and State, came V. K. Bruner and Grace Bruner, husband and wife, who are personally known to me to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Testimony, Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written. (SEAL) My Commission Expires March 22, 1936. T. J. Sweeney Jr. Notary Public.

Recorded December 9, 1935 at 1:40 P.M.

Harold A. Beck Register of Deeds.

Reg. No. 399
Fee Paid \$7.00