

## MORTGAGE RECORD No. 79

Receiving No. 1643

## SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Everett Eberhart and Leona Eberhart, his wife; N. A. Eberhart and Mary Eberhart, his wife, to H. W. Ulrich, for \$400.00 dated the 16th day of January, A. D. 1923, which is recorded in Book 60 of Mortgages, page 491, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 7th day of November, A. D. 1935

H. W. Ulrich

STATE OF KANSAS )  
Douglas County, ) ss:

BE IT REMEMBERED, That on this 12 day of November A. D. 1935 before me, the undersigned, a Notary Public, in and for said County and State, came H. W. Ulrich to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

(SEAL) My Commission Expires November 8 1938

Frank E. Panks  
Notary Public.

Recorded December 11, 1935 at 3:00 P.M.

*Harold A. Beck* Register of Deeds.

Reg. No. 403  
Fee Paid \$13.75

Receiving No. 1651

## EXTENSION AGREEMENT

WHEREAS, there now remains unpaid on a certain note executed and delivered by JACOB SCHURLE and SOPHIE E. SCHURLE, his wife, to The Prudential Insurance Company of America, secured by a mortgage upon real estate in Douglas County, Kansas, dated July 20, 1928, recorded in said County on August 10 1928, in Volume 75 of Mortgages on Page 358, the sum of FIVE THOUSAND FIVE HUNDRED AND NO/100 - - - Dollars, with interest from August 1, 1935, and,

WHEREAS, title to the mortgaged premises is now vested in JACOB SCHURLE and SOPHIE E. SCHURLE, his wife, subject to said mortgage, and,

WHEREAS, the said Insurance Company has been requested to make said note payable as hereinafter agreed, which it has consented to do in consideration of the payments to be made as herein provided.

NOW, THEREFORE, the said JACOB SCHURLE and SOPHIE E. SCHURLE, his wife, hereby agree to pay the principal sum remaining due as aforesaid as follows: \$137.50 due and payable on August 1, 1935, and \$137.50 due and payable on August 1 of each year thereafter, up to and including August 1, 1939, and the balance of \$4,950.00 due and payable on August 1, 1940, with interest thereon from August 1, 1935, to August 1, 1940, at the rate of Five per cent. per annum, payable semi-annually; and with interest after maturity as set forth in said note.

PREPAYMENT PRIVILEGE: Privilege is hereby given to pay \$100.00 or any multiple thereof on account of principal on any interest maturity date.

And the owner will keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgagees in insurance companies and in amount satisfactory to the Mortgagees, and the policies shall contain all proper clauses for the protection of the Mortgagees. If the owner shall fail to perform the above agreement the Mortgagee may declare the Mortgage in default, with the same appropriate penalties as recited in the Mortgage for other defaults, and may effect said insurance and all money paid therefor with interest at the penalty rate recited in said Mortgage shall be secured by and collectable under said Mortgage.

In accepting this extension agreement, The Prudential Insurance Company of America does not substitute the obligations of the signers hereof for the obligations of the original makers of the aforesaid note, nor does it intend to release the said original makers. The liability of every signer hereof is additional to the liability of the original makers and is intended to be joint and several with them.

And the parties to this agreement hereby consent to said extension and agree that said mortgage shall continue a first lien upon said premises, and that said note and mortgage and all their covenants and conditions shall remain in force except as herein modified.

IN WITNESS WHEREOF, the said JACOB SCHURLE and SOPHIE E. SCHURLE, his wife, have hereunto set their hands and seal this 12th day of July, 1935.

Jacob Schurle  
Sophie E. Schurle

STATE OF KANSAS )  
COUNTY OF Shawnee ) ss:

On this 10th day of December, 1935, before me personally appeared JACOB SCHURLE and SOPHIE E. SCHURLE, his wife, to me known to be the persons described in, and who executed the foregoing instrument, and to whom I made known the contents thereof, and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County the day and year last above written.

(SEAL) My term expires July 6, 1936

Laura Morgan  
Notary Public.

Recorded December 13, 1935 at 10:30 A.M.

*Harold A. Beck* Register of Deeds.