

MORTGAGE RECORD No. 79

Receiving No. 1655

EXTENSION AGREEMENTReg. No. 405
Fee Paid \$8.75

WHEREAS, there now remains unpaid on a certain note executed and delivered by -OTTO SPITZLI and MYRA SPITZLI, his wife, - to The Prudential Insurance Company of America, secured by a mortgage upon real estate in Douglas County, Kansas, dated December 11, 1923, recorded in said County on December 17, 1923, in Volume 65 of Mortgages on Page 87, the sum of THREE THOUSAND FIVE HUNDRED & NO/100 - - - - -Dollars, with interest from December 18, 1935, and,

WHEREAS, title to the mortgaged premises is now vested in C. LLOYD HINSHAW and MABELLE C. HINSHAW, 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 - C. LLOYD HINSHAW and MABELLE C. HINSHAW, his wife, - hereby agree to pay the principal sum remaining due as aforesaid as follows: \$100.00 due and payable on December 18, 1935, and \$100.00 due and payable on December 18 of each year thereafter up to and including December 18, 1939, and the balance of \$3,100.00 due and payable on December 18, 1940, with interest thereon from December 18, 1935, to December 18, 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 given to make additional payments of \$100.00 or any multiple thereof on the principal of this note on any interest due date.

In further consideration of the extension of the time of payment of the above indebtedness the owner does hereby grant and convey unto the said Mortgagee all of the rents, issues, use and profits of and the crops raised on the mortgaged premises.

And the owner will keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgagee in insurance companies and in amount satisfactory to the Mortgagee, and the policies shall contain all proper clauses for the protection of the Mortgagee. 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 - C. LLOYD HINSHAW and MABELLE C. HINSHAW, his wife, - have hereunto set their hands and seals this 20th day of November, 1935.

C. Lloyd Hinshaw
Mabelle C. Hinshaw

STATE OF MISSOURI)
COUNTY OF DOUGLAS) ss.:

On this 13th day of December, 1935, before me personally appeared - C. LLOYD HINSHAW and MABELLE C. HINSHAW, 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 Sept. 30th, 1939

Myrtle E. Herron
Notary Public.

Recorded December 14, 1935 at 9:20 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 1677

MORTGAGEReg. No. 409
Fee Paid \$3.00

THIS INDENTURE, Made this 23rd day of December in the year of our Lord one thousand nine hundred and thirty five, between Martha F. Shannon Hough Hugill, (formerly Martha F. Shannon Hough), and Lewis Hugill, her husband of Palmyra Township, in the County of Douglas and State of Kansas parties of the first part, and M. W. Liddick party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1,200.00 Twelve Hundred & No/100 - - - - -DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do-- GRANT, SELL, ASSIGN, SELL and MORTGAGE to the said party of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

West one-half of the Southwest Quarter of Section Three (3), Township Fifteen (15), Range Twenty-one (21)

with the appurtenances, and all the estate, title and interest of the said parties of the first part herein. 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 encumbrances whatsoever.

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$.....Dollars, each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

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