

MORTGAGE RECORD No. 79

STATE OF KANSAS,)
Douglas County) ss.

BE IT REMEMBERED, That on this 22 day of Jan 1936, before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared S. B. Gorrill and Jessie M. Gorrill, his wife, who are to me personally known to be the identical persons who executed the foregoing mortgage deed, and duly acknowledged the execution of the same.

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

C. B. Hosford
Notary Public.
Douglas County, Kansas.

(SEAL) My commission expires June 26, 1939

Recorded February 5, 1936 at 2:00 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 1918 ✓

EXTENSION AGREEMENT

Reg. No. 481
Fee Paid \$1.00

KNOW ALL MEN BY THESE PRESENTS, That OTTO A. THEEL and LILLIAN THEEL, his wife the owners of certain real estate situated in Douglas County, in the State of Kansas, described in a mortgage, dated May 31st 1930 given by Otto A. Theel and Lillian Theel his wife to Commerce Trust Company, and duly recorded in the office of the Register of Deeds of said county in Book 77, Page 133, made to secure a note therein described for the principal sum of FIFTY FIVE HUNDRED AND NO/100 - - - DOLLARS of which the sum of FORTY FOUR HUNDRED AND NO/100 - - - DOLLARS now remains unpaid, in consideration of the extension of the time of payment of said note hereby covenant and agree with the owner and holder of said note and its legal representatives, successors and assigns, that the time of payment of the principal sum remaining due upon said note is hereby extended to mature as follows: \$4400.00 June 1st 1940, and that they will pay the same as herein provided, in gold coin of the United States of America of the present standard of weight and fineness, and will pay interest on said unpaid principal, as the same shall accrue, at the rate of five and one half per centum per annum, as evidenced by five interest notes, of even date herewith, representing annual interest on said indebtedness in accordance with the terms hereof; and that they will not require the holder of said note to receive payment of the principal sum remaining due thereon prior to said extended date, except \$100.00 or multiple on any interest paying date.

And they further covenant and agree that the said mortgage as originally executed shall be and remain in full force, as security for the faithful performance of the agreements and conditions therein contained, in respect to said note and right to declare the same due for default in the payment of interest thereon, and all other matters whatsoever, except in so far as herein expressly modified. This agreement is made upon the express condition that it shall not be construed as precluding the owner and holder of said note and mortgage, legal representatives, successors or assigns, from enforcing any and all its rights against any person liable upon said note as maker, endorser, guarantor or otherwise, whose written assent hereto has not been obtained, for which purpose said note may be treated as overdue, and collected immediately, in accordance with the terms of said note and mortgage, as if this agreement had not been made. The rights of any such person are also hereby expressly reserved and may be exercised and enforced in all respects as if this agreement had not been made.

All right of dower and homestead in the said premises is hereby waived.

WITNESS their hands and seals this First day of June, 1936.

Otto A. Theel
Lillian Theel

STATE OF KANSAS)
COUNTY OF Lyon) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 12 day of Sept, 1936, personally appeared OTTO A. THEEL and LILLIAN THEEL, his wife, and to me personally known to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

(SEAL) My Commission Expires May 16, 1936.

W. A. Wagner
Notary Public.

Recorded Feb. 7, 1936 at 9:50 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 1921 ✓

CONTRACT FOR EXTENSION OF LOAN

Reg. No. 482
Fee Paid \$1.50

WHEREAS, W. A. Simon, the present legal owner of the Promissory Note given by Jake Brown and Betty Brown, husband and wife, to W. A. Simon for the sum of \$800.00 dated November 20th, 1925, due November 20th, 1930, 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 59, at page 593 in Register of Deeds Office in said County, and which property is now owned by Jake Brown and Betty Brown, husband and wife, has promised to extend the time of payment of the unpaid balance of Six hundred (\$600.00) Dollars of 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 of payment of the unpaid balance of the principal of said note shall be extended as follows: \$25.00 due May 20th, 1936; \$25.00 due November 20th, 1936; \$25.00 due May 20th, 1937; \$25.00 due November 20th, 1937; that said note as extended shall bear interest at 6% per annum from November 20th, 1936, payable semi-annually on the 20th day of May and November 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 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 notes and the interest thereon.