

MORTGAGE RECORD No. 79

Receiving No. 2207 -

EXTENSION AGREEMENT

Agreement for Extension of Loan No. 21004

WHEREAS, there remains unpaid on a certain note executed and delivered to THE DAVIS-WELLCOME MORTGAGE COMPANY by Elmer F. Allen and Mattie B. Allen, his wife, secured by a mortgage upon real estate in Douglas County, Kansas dated January 16, 1929, and recorded in said County on January 22, 1929 Volume 75 of mortgages on Page 413 the sum of Fifteen Hundred Fifty dollars, with interest from February 1, 1936 and;

WHEREAS, the undersigned hereby covenant that they are the present legal owners of the premises described in said mortgage recorded as aforesaid, to which reference is hereby made for particular description, and do hereby acknowledge that their remains a balance due and unpaid on said indebtedness in the amount of FIFTEEN HUNDRED FIFTY DOLLARS, and

WHEREAS, WASHBURN COLLEGE is the present owner and holder of the note representing the unpaid balance due on said indebtedness and the mortgage securing the same.

NOW, THEREFORE, in consideration of the premises and the extension of time for the payment of said indebtedness, the undersigned covenant and agree to pay said indebtedness in the following manner and on the date hereinafter set forth:

FIFTEEN HUNDRED FIFTY to become due February 1, 1941,
 to become due 19.,,
 to become due 19.,,
 to become due 19.,,
 to become due 19.,,
 to become due 19.,,
 with interest thereon at the rate of 5% per cent per annum, payable annually; both principal and interest at the principal office of THE DAVIS-WELLCOME MORTGAGE COMPANY, at Topeka, Kansas, and bearing interest after maturity at the rate of ten per cent per annum. All of the covenants and conditions of said mortgage to continue in force so far as they are not inconsistent with this extension agreement to which they are to apply as fully as if the terms of this agreement were originally a part of said mortgage.

IN WITNESS WHEREOF the undersigned have affixed their signatures hereto this 10th day of January, 1936.

Roy J. Lutz
 Gertrude Lutz

COUNTY OF SHAWNEE)
 STATE OF KANSAS)ss:

On this 10th day of February, 1936, before me personally appeared ROY J. LUTZ and GERTRUDE LUTZ, his wife, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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.

Laura Morgan
 Notary Public

(SEAL) My term expires July 6, 1938

Recorded April 14, 1936 at 9:45 A.M.

Harold A. Beck Register of Deeds.

MORTGAGE

THIS MORTGAGE, Made this 10th day of January, 1936, by ROY J. LUTZ and GERTRUDE LUTZ, his wife, of the County of Shawnee and State of Kansas, parties of the first part, to THE DAVIS-WELLCOME MORTGAGE COMPANY, a corporation, existing under the laws of the State of Kansas, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of SEVENTY SEVEN and 50/100 DOLLARS, to them in hand paid, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to wit:

West Half (1/2) of the Southeast Quarter (SE 1/4) of Section Thirty Five (35), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, containing Eighty (80) Acres, more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance. This mortgage is subject and second to a mortgage executed by the parties of the first part to THE DAVIS WELLCOME MORTGAGE COMPANY, assigned to Washburn College, dated January 16th, 1929, to secure the payment of \$2800, covering the above-described real estate.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said parties of the first part have this day executed and delivered one certain promissory note in writing to said party of the second part, payable in installments as follows: \$38.75 on Feb. 1, 1937 and Feb. 1, 1938, respectively, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of THE DAVIS-WELLCOME MORTGAGE COMPANY, Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the services of said THE DAVIS-WELLCOME MORTGAGE COMPANY in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

NOW, If said parties 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, or interest or principal of any prior mortgage, is not paid when the same is due or 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 or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with

Reg. No. 572 Receiving No. 2208 -
 Fee Paid \$0.25

The following is endorsed on the original instrument:

The note secured by this mortgage has been paid in full, and this mortgage is hereby made null and void.

of February 1, 1936
 Roy J. Lutz and Gertrude Lutz
 By Frank W. Beck, Register of Deeds

This Release was written on the original Mortgage and entered this 10th day of February, 1936.
 Roy J. Lutz
 Gertrude Lutz
 Frank W. Beck
 Register of Deeds