

MORTGAGE RECORD No. 79

mortgage, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL) Term expires October 3rd, 1936.

Arthur S. Peck
Notary Public, Douglas County, Kansas;

Recorded August 14, 1936 at 10:55 A.M.

Harold A. Beck Register of Deeds.

Reg. No. 750 Receiving No. 2650
Fee Paid \$4.50

MORTGAGE EXTENSION AGREEMENT

WHEREAS, on the eighth day of February, 1928, Harry E. Bowen and Hattie L. Bowen, husband and wife executed and delivered a certain mortgage to Peoples State Bank, Lawrence, Kansas, which said mortgage was recorded in book 74, page 221 of the mortgage records of Douglas County, State of Kansas, to secure the payment of a note dated Feb. 8, 1928, due February 8th, 1933, in the principal sum of \$3200.00, with interest at the rate of 5% per cent. payable semi-annually on the eighth days of February and August; and

WHEREAS, the undersigned, Harry E. Bowen and Hattie L. Bowen, husband & wife 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 of said real property, and the undersigned do hereby agree that there remains a balance due and unpaid on said indebtedness in the amount of \$1,800.00, represented by the above described note and mortgage; and

WHEREAS, Julius Marks of Lawrence, Kansas is the present owner and holder of the note representing the balance due on said indebtedness and the mortgage securing the same, and, upon the application of the obligors hereinbefore named, has consented that time of payment of said note and mortgage may be extended upon the conditions hereinafter set forth.

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 the said indebtedness on or before the 8th day of February, 1941, together with interest thereon at the rate of six per cent. per annum, payable semi-annually on the 8th days of February and August in each calendar year; principal and interest to be payable at Peoples State Bank, Lawrence, Kansas, and in the event the principal sum or any interest to be payable at due, then said principal sum or any part thereof not paid when due or demandable and all interest due and unpaid shall bear interest after maturity at the rate of ten per cent. per annum. Time is of the essence of this extension agreement; and in the event of default in the payment of any interest when due or the non-payment of taxes or breach of any of the covenants contained in said original mortgage, it shall be optional with the legal owner of said principal note and mortgage to declare said principal sum immediately due and payable.

It is expressly understood that nothing herein contained shall be construed to impair the security of the owner and holder of said note and mortgage, its successors or assigns, but that all of the covenants and conditions of said note and mortgage shall continue in full force and effect in 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 set forth in and made a part of said note and mortgage.

Permission is given to make payments upon principal in the sum of One Hundred Dollars (\$100.00) or multiples thereof at any interest-paying time.

IN WITNESS WHEREOF, the undersigned have affixed their signatures, this 15th day of August, 1936.

Harry E. Bowen
Hattie L. Bowen

STATE OF Kansas, Douglas COUNTY, SS.

BE IT REMEMBERED, That on this 15th day of August, A. D. 1936, before me the undersigned, a notary public in and for the County and State aforesaid, came Harry E. Bowen and Hattie L. Bowen, husband & wife who are personally known to me to be the same person(s) who executed the within Mortgage Extension Agreement, and such person(s) duly acknowledged the execution of the same.

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

(SEAL) My commission expires March 22 - 1938

T. J. Sweeney Jr.
Notary Public.

Recorded August 15, 1936 at 1:25 P.M.

Harold A. Beck Register of Deeds.

Reg. No. 751
Fee Paid \$6.50

Receiving No. 2663

EXTENSION AGREEMENT

The undersigned hereby covenant that they are the legal owners of the premises conveyed to the First Savings Bank of Lawrence, Kansas, by a Mortgage, dated July 1, 1933, made by Winifred M. Newmark and Minnie Newmark, his wife, and duly recorded in Douglas County, Kansas, Book 76, on page 582, to...., which Mortgage was given to secure the payment of a note or bond for the sum of \$2400.00, payable July 1, 1936, to the First Savings Bank of Lawrence, Kansas, or order, upon which note or bond there remains unpaid the sum of \$2800.00, of principal money; and in consideration of the extension of the time for the payment thereof for the term of three years from July 1, 1936, hereby agrees to assume said indebtedness and to pay interest upon said principal sum, from the day whereon the same, or in case of said note or bond, becomes due, at the rate of six per cent per annum, payable semi-annually, for and during said term of extension, according to the tenor and effect of the extension coupons hereto attached; and in case of default in payment of any of said extension coupons, or in case of non-payment of taxes or breach of any of the covenants contained in said mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable. The undersigned agree to make the following payments on said principal sum: \$50.00 July 1, 1937. \$50.00 Jan. 1, 1938. \$50.00 July 1, 1938. \$50.00 Jan. 1-1939. \$2400.00 July 1, 1939.

W. M. Newmark
Minnie Newmark

of New Jersey, party of the second part.