

MORTGAGE RECORD No. 79

Reg. No. 798

Receiving No. 3041

Fee Paid \$2.50

CONTRACT FOR EXTENSION OF REAL ESTATE LOAN.

WHEREAS, Peoples State Bank, Lawrence, Kansas, the present legal owner of the Promissory Note given by Luther A. Gustafson and Alice M. Gustafson, husband and wife, to Peoples State Bank, Lawrence, Kansas, for the sum of THIRTEEN HUNDRED (\$1300.00) - - - Dollars, dated September 15, 1930, due September 15, 1933, 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 76 at page 168 in Register of Deeds office in said County, and which property is now owned by Luther A. Gustafson and Alice M. Gustafson, husband and wife, has promised to extend the time of payment of the unpaid balance of \$1,000.00 of said note as hereinafter set forth (said note having previously been extended by Extension Agreement recorded in Book 79 Page 23 in office of Register of Deeds, Douglas County, Kansas.):

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 \$1,000.00 of the principal of said note shall be extended as follows: \$25.00 due December 15, 1936; \$25.00 due March 15, 1937; \$25.00 due June 15, 1937; \$25.00 due Sept. 15, 1937; \$25.00 due December 15, 1937; \$25.00 due March 15, 1938; \$25.00 due June 15, 1938; \$25.00 due Sept. 15, 1938; \$25.00 due December 15, 1938; \$25.00 due March 15, 1939; \$25.00 due June 15, 1939; \$25.00 due Sept. 15, 1939; \$25.00 due December 15, 1939; \$25.00 due March 15, 1940; \$25.00 due June 15, 1940; \$25.00 due Sept. 15, 1940; \$25.00 due December 15, 1940; \$25.00 due March 15, 1941; \$25.00 due June 15, 1941; \$25.00 due Sept. 15, 1941; that said note as extended shall bear interest at 5% per annum, payable quarterly on the 15th day of March, June, September and December in each year; provided the same is said 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 remain in full force and virtue and be binding upon us. Further, that we obligate ourselves, jointly and severally, to pay, at maturity, both the said principal notes and the interest thereon,

WITNESS, our hands this 21st day of September, 1936.

Luther A. Gustafson
Alice M. Gustafson

STATE OF KANSAS)
COUNTY OF DOUGLAS)SS

Be It Remembered, that on the 21st day of September A. D. 1936 before me, the undersigned, a Notary Public in and for said County and State, came Luther A. Gustafson and Alice M. Gustafson, husband and wife, who are personally known to me to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

(SEAL) My commission expires March 22, 1938

T. J. Sweeney Jr.
Notary Public.

Recorded September 21, 1936 at 4:20 P.M.

Harold A. Beck Register of Deeds.

Reg. No. 801
Fee Paid \$0.25

Receiving No. 3050

MORTGAGE

THIS INDENTURE, Made this 18 day of August, A. D. 1936, by and between Alice L. Horton and Myron W. Horton, her husband of the County of Douglas, and State of Kansas, party of the first part, and THE PIONEER MORTGAGE COMPANY, a corporation, organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of - - - ONE HUNDRED AND NO/100 - - - Dollars, the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same fall due, doth hereby GRANT, BARGAIN, SELL, and MORTGAGE to said party of the second part, its successors and assigns, forever, the following-described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in County of Douglas, State of Kansas, to-wit:

The West 70 acres of the South Half of the Northeast Quarter (S¹/2NE¹/4), Section fourteen (14), Township Twelve (12), Range Seventeen (17) East of the Sixth Principal Meridian, containing 70 acres, more or less, according to government survey, and warrant, and will defend the title to the same. This mortgage is subject and second to a mortgage of \$3,400.00 to THE PIONEER MORTGAGE COMPANY dated February 27, 1926, covering the above-described real estate, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of THE PIONEER MORTGAGE COMPANY in obtaining an extension of the loan for the party of the first part, secured by the prior mortgage of \$3,400.00 hereinbefore referred to; and the notes by this mortgage secured do not cover any portion of the interest on said prior mortgage, and are to be paid in full regardless of whether the loan by said prior mortgage secured is paid wholly or partly before its maturity.

The said sum of \$100.00 hereby secured is evidenced by 4 notes of even date herewith, executed by the party of the first part and payable to the order of the party of the second part as follows:

\$25.00 on the first day of March, 1937	\$	on the first day of	,19
\$25.00 on the first day of September, 1937	\$	on the first day of	,19
\$25.00 on the first day of March, 1938	\$	on the first day of	,19
\$25.00 on the first day of September, 1938	\$	on the first day of	,19
\$ on the first day of	,19	\$ on the first day of	,19
\$ on the first day of	,19	\$ on the first day of	,19
\$ on the first day of	,19	\$ on the first day of	,19

bearing interest as provided in said notes.

Now, if the party of the first part shall fail to pay, or cause to be paid, any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell in entirety and not in parcels, the premises hereby granted, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the overplus, if any there be,