

# MORTGAGE RECORD No. 79

621

Receiving No. 3137

Reg. No. 821  
Fee Paid \$1.00

## MORTGAGE

THIS INDENTURE, Made this 10th day of September, A. D. 1936, between The Board of Trustees of Kansas Conference of the Wesleyan Methodist Connection (or Church) of America of Cloud County, in the State of Kansas, of the first part, and John W. Waggoner of Douglas County, in the State of Kansas, of the second part;

WITNESSETH, That said part of the first part, in consideration of the sum of Four Hundred and no/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grants, Bargain, Sell and Convey unto said party of the second part, its heirs and assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

Lot one (1) Block two (2) Lane Place, City of Lawrence, Douglas County

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

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, of which the following is a description; Dated, Miltonvale, Kansas Sept. 10, 1936, for \$400.00 payable to and at The ..... Lawrence, Kansas with interest as stated in the original note, and due on or before Sep. 10, 1939, and signed by the Trustees of the Kansas Conference of the Wesleyan Methodist Connection (or Church), of America

NOW, If said part of the first part shall pay or cause to be paid to said party of the second part its heirs 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, 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 and sums, and interest thereon, shall and by these presents become due and payable, and said part of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

F. C. Hill  
C. H. Sheldon  
L. P. Rawlins  
Earl J. Carry  
F. E. Shivers

State of Kansas, Cloud County, ss.

BE IT REMEMBERED, That on this 10 day of September, A. D. 1936, before me, the undersigned, a notary public in and for the County and State aforesaid, came F. C. Hill, C. H. Sheldon, F. E. Shivers, L. P. Rawlins and Earl J. Carry, Trustees of the Kansas Conference of the Wesleyan Methodist Connection (or Church) of America who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same as the act and deed of said corporation.

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

(SEAL) Term expires August 30, 1939.

Geo. H. Palmer,  
Notary Public

Recorded October 15, 1936 at 11:55 A.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 3142

## MORTGAGE EXTENSION AGREEMENT

WHEREAS, on the 15th day of July, 1931, Raymond C. Laessig and Patience E. Laessig, husband and wife, executed and delivered a certain mortgage to THE FRATERNAL AID UNION, which said mortgage was recorded in book 76, page 320 of the mortgage records of Douglas County, State of Kansas, to secure the payment of a note dated July 15th, 1931, due July 15th, 1936, in the principal sum of \$2,700.00, with interest at the rate of 6 per cent. payable semi-annually on the 15th days of January and July; and

WHEREAS, the undersigned, Raymond C. Laessig and Patience E. Laessig 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 \$2,450.00, represented by the above described note and mortgage; and

WHEREAS, THE STANDARD LIFE ASSOCIATION of Lawrence, Kansas is the present owner and holder of the note representing the unpaid 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 first day of September, 1941, together with interest thereon at the rate of 6 per cent. per annum, payable semi-annually on the first days of March and September in each calendar year; principal and interest to be payable at Lawrence, Kansas, and in the event the principal sum or any interest be not paid when due, then said principal sum or any part thereof not paid when due or any interest due and unpaid shall bear interest after maturity at the rate of 10 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; further agree to pay \$100.00 principal on Sep. 1, 1937, and a like amount on each interest paying date thereafter.

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.

Shelton  
Received at *Harold A. Beck* from *John W. Waggoner* the within named Mortgage, in the sum of *Four Hundred and no/100* Dollars, in full satisfaction of the within Mortgage.

1936  
Recorded - *October 15* 1936  
Harold A. Beck  
Register of Deeds

Reg. No. 822  
Fee Paid \$6.00