

MORTGAGE RECORD No. 79

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of (10) ten per cent per annum from date of payment, shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of (10) ten per cent. per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct, and any judgment for the foreclosure of this mortgage shall provide that all the land herein described shall be sold together and not in separate parcels.

Privilege is given to said party of the first part, heirs or legal representatives to make additional payments on the principal sum of said note on any interest due date, in accordance however with the terms of such privilege as set forth in said note.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

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

Ralph P. Tripp
Nettie Tripp

STATE OF KANSAS,
County of DOUGLAS) as :

Be it remembered, that on this 3rd day of November, A. D. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came RALPH P. TRIPP and NETTIE TRIPP, his wife, who are personally known to me to be the same persons who executed the foregoing 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, 1940.

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

Recorded November 3, 1936 at 10:45 A.M.

Harold A. Beck Register of Deeds.

Reg. No. 840
Fee Paid \$4.00

Receiving No. 3247

MORTGAGE EXTENSION AGREEMENT

AGREEMENT, made this 1st day of June 1936, between THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation organized and existing under the laws of the State of New York, with its principal office at 393 Seventh Avenue, New York City, N.Y., party of the first part, and Bessie V. Hepner, a widow; Helen Hepner Hoffman and Lloyd R. Hoffman, her husband; and Bessie V. Hepner, Guardian of the Estate of William C. Hepner, Ruth Hepner, and Lois Hepner, Minors parties of the second part, Witnesseth:

WHEREAS, the party of the first part is the owner and holder of the bond of William A. Hepner and Bessie Hepner, his wife for \$1800.00 and interest, secured by a mortgage of the real property described as

East Half of Northeast Quarter of Section Three (3), Township Fifteen (15) South, Range Eighteen (18), East of the Sixth Principal Meridian (Less Highway)

which mortgage was recorded in the office of the Register of Deeds of the County of Douglas State of Kansas on the 9th day of June, 1931, in Liber 77 of Mortgages, Page 299, upon which bond and mortgage there is due the sum of Sixteen Hundred and no/100 - - dollars with interest thereon from June 1, 1936, at the rate of 5 1/2 per centum per annum;

AND WHEREAS, the parties hereto are desirous of extending the time of payment of the said bond and Mortgage upon the terms hereinafter mentioned;

NOW, IN CONSIDERATION of the premises and of the mutual promises herein contained, and of the sum of one dollar duly paid to the said party of the first part by the parties of the second part, it is hereby mutually covenanted and agreed that the time for the payment of the principal sum secured to be paid by the said bond and mortgage, be and the same is hereby extended to the 1st day of June, 1941.

PROVIDED that parties of the second part shall pay interest on said bond and mortgage at the rate of 5 1/2 per centum per annum, semi annually on the 1st days of June and December in each year until said principal sum shall be fully paid, and shall also comply with all the terms and conditions set forth in said bond and mortgage, as herein modified. Fifty and no/100 Dollars (\$50.00) due June 1, 1937. Fifty and no/100 Dollars (\$50.00) due June 1, 1938. Fifty and no/100 Dollars (\$50.00) due June 1, 1939. Fifty and no/100 Dollars (\$50.00) due June 1, 1940. Fourteen Hundred and no/100 Dollars (\$1400.00) due June 1, 1941.

And the parties of the second part in consideration of the granting of this extension further covenant and agree that they will pay said principal sum and interest when the same shall become due as above set forth and comply with the other terms and conditions of the said bond and mortgage.

THIS AGREEMENT is made upon the express condition that said Bessie V. Hepner, et al parties of the second part are now the owners of the premises covered by said mortgage.

NOTHING herein contained shall invalidate any of the security now hold for the said debt, or impair any condition in said bond and mortgage.

THIS AGREEMENT shall bind the parties, their successors, heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first above written.

Attest: A. H. Reddall Asst. Secretary.)CORP. SEAL)

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES By Frank L. Jones, Vice President.

Bessie V. Hepner
Helen Hepner Hoffman
Lloyd R. Hoffman