

## MORTGAGE RECORD No. 79

President of the McCorkle Bond & Mortgage Company personally known to me to be the identical person who executed the foregoing assignment appeared before me this day in person and acknowledged the execution of same to be his free and voluntary act and the free and voluntary act of said McCorkle Bond & Mortgage Company.

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 28th day of April, 1926.

(SEAL) My Commission Expires August 12, 1929.

L. C. Barnes  
Notary Public.

Recorded November 12, 1936 at 9:00 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 3311

No. 119855

EXTENSION AGREEMENT

Reg. No. 848  
Reg. Fee \$10.25

NEW Sec. 36-12-17, ex. tr. in NE Cor. for school purposes, subj. to pub. asse. for hwy's.  
WHEREAS, on the 14th day of January, 1929, Henry J. Deister of Leomonton, Kansas, executed and delivered to The Northwestern Mutual Life Insurance Company of Milwaukee, Wisconsin, a note in the sum of five thousand dollars secured by a mortgage of even date therewith upon certain real estate situated in Douglas County, Kansas filed for record in said County on January 24, 1929, and recorded in Volume 75 of Mortgages, on page 416 and there remains unpaid of the principal of said note the sum of four thousand dollars with interest from July 14, 1936, and

WHEREAS, title to the mortgaged premises is now vested in Henry J. Deister, subject to said mortgage;

and WHEREAS, said Insurance Company has been requested to extend the time of payment of said note and mortgage as hereinafter stated, which it has consented to do in consideration of the payments to be made as herein provided;

NOW THEREFORE, the said Henry J. Deister and Lillian E. Deister, individually and as husband and wife, jointly and severally agree to procure and deposit with said mortgagee policies of fire insurance to the amount of \$3500 and tornado insurance to the amount of \$3500 all in conformity with the provisions of said mortgage relating to insurance and hereby jointly and severally agree to pay the principal sum remaining unpaid as aforesaid on July 14, 1941, with the privilege, at any time before maturity of making payments on principal in sums of \$100 or multiples thereof, not exceeding in any one year from July 14, 1936, one-fifth of the principal sum herein extended. The privileged payments are non-cumulative; and said parties also agree to pay interest on the said sum of \$4000, or the unpaid balance thereof, from July 14, 1936 until maturity at the rate of four and one-half percent per annum, payable semi-annually.

And the parties hereto hereby agree that said note and mortgage shall continue a first lien upon said premises and shall remain in force, with all their covenants and conditions, except as herein modified.

IN WITNESS WHEREOF, the said Henry J. Deister and Lillian E. Deister, individually and as husband and wife, have hereunto set their hands this fourth day of November A. D., 1936.

Henry J. Deister  
Lillian E. Deister

STATE OF KANSAS, )  
Shawnee County. ) ss. Be it remembered that on this 9th day of November A. D. 1936, before me the undersigned Cecilia Cooper a Notary Public, in and for the County and State aforesaid, duly commissioned and qualified, personally came Henry J. Deister and Lillian E. Deister, individually and as husband and wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors; and such persons duly and severally 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 written.

My commission expires 4-13-40

Cecilia Cooper  
Notary Public

Recorded November 17, 1936 at 1:10 P. M.

Harold A. Beck Register of Deeds

By Frederic C. Beck

MORTGAGE

Receiving No. 3322

Reg. No. 852  
Reg. Fee \$5.00

This Mortgage, made the thirteenth day of November, A. D. 1936, Between Alfred H. Steele and Annie M. Steele, his wife, of the County of Douglas, and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, existing under and by virtue of the laws of New Jersey and having its chief office in the City of Newark, State of New Jersey, party of the second part, Witnesseth: That whereas the said parties of the first part are justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of TWO THOUSAND AND NO/100 DOLLARS, to secure the payment of which they have executed their promissory note, of even date herewith, for TWO THOUSAND AND NO/100 Dollars, payable in annual payments, the first payment of FIFTY AND NO/100 Dollars being payable on the first day of December, 1939, and a like amount being payable annually thereafter, and the final payment, which shall be for the full amount of the balance due on said note, being payable on the first day of December, 1948, which said sum of TWO THOUSAND AND NO/100 Dollars bears interest at the rate of five per cent. per annum, payable semi-annually, on the first day of June and December of each year. Said note provides that both principal and interest bear interest after maturity or upon any default in the payment of principal and/or interest at the rate of ten per cent. per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its office in Newark, New Jersey, in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

for Release see next page