

DOUGLAS COUNTY

(SEAL) Term expires July 7th, 1937

U. G. Sutton
Notary Public.

Recorded February 3, 1937 at 10:05 A.M.

Harold A. Best Register of Deeds.Reg. No. 949 /
Fee Paid \$5.25 Receiving No. 3749AEXTENSION AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of January, 1937, by and between THE INLAND MORTGAGE CORPORATION, a corporation, of Kansas City, Missouri, party of the first part, and M. N. PENNY AND ADDIE U. PENNY, his wife, of Douglas County, Kansas, parties of the second part, WITNESSETH:

THAT WHEREAS, M. N. Penny and Addie U. Penny, his wife, for valuable consideration, executed and delivered to Farm Mortgage Holding Company, a corporation, of Kansas City, Missouri, their negotiable promissory note dated February 1, 1932, in the principal sum of Twenty Five Hundred Dollars (\$2,500.00), due on February 1, 1937, payable with interest at the rate of six per cent per annum, interest payable semi-annually on the first day of August and February of each and every year; and

WHEREAS, to secure the payment of said note, said M. N. Penny and Addie U. Penny, executed, acknowledged and delivered to Farm Mortgage Holding Company their First Mortgage dated February 1, 1932, covering the following described real estate, situate in Douglas County, Kansas, to-wit:

The Northwest fractional Quarter of Section Six (6) in Township Fourteen (14) of Range Twenty (20) containing 146 $\frac{1}{2}$ acres, more or less, lying, being and situate in the County of Douglas and State of Kansas;

which said mortgage was duly recorded on February 13, 1932 in Book 77 on page 453 of the records in the office of the Register of Deeds of Douglas County, Kansas; and

WHEREAS, said Farm Mortgage Holding Company, a corporation, for valuable consideration, executed, acknowledged and delivered to THE INLAND MORTGAGE CORPORATION, a corporation, party of the First Part herein, an assignment of writing of First Mortgage, said Assignment being dated November 22nd, 1932, recorded December 1, 1932 in Book 77, page 576 of the records in the office of the Register of Deeds of Douglas County, Kansas; and

WHEREAS, said Note and Mortgage are now due and payable, and there is a balance due on all of said note and mortgage of \$2,500.00, and said parties desire to extend the maturity of said note and mortgage from February 1, 1937 to February 1, 1942, upon the same terms and conditions as set forth in said Note and First Mortgage, except that the interest is to be at the rate of five per cent per annum during the period of said extension, provided and so long as there shall be no default as outlined in said Mortgage;

NOW THEREFORE, in consideration of \$1.00 paid by second parties to first party, it is mutually agreed by and between the parties hereto that the time for the payment of the principal of said note and mortgage shall be and the same is hereby extended for a term of five (5) years from February 1, 1937, and that the same is to bear interest from February 1, 1937 at the rate of five percent (5%) per annum, interest payable semi-annually on the first day of August and February in each and every year, and the principal sum to become due and payable on February 1, 1942.

IT IS FURTHER MUTUALLY AGREED by and between the parties hereto that said Note and First Mortgage shall be subject to all the terms, covenants and conditions contained in said original Note and First Mortgage, and that until the same is fully paid, the interest will be paid promptly on February 1st and August 1st of each and every year; that the parties of the second part will keep the premises in good condition and repair the same, and at their expense keep the same insured against loss by fire and tornado, and will pay the taxes thereon according to the provisions of said First Mortgage, and the said parties of the Second Part covenant and agree to perform each term and condition in said First Mortgage contained, and to pay said Note and interest when the same shall become due.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that nothing herein contained shall be construed to impair the priority of validity of said Note and First Mortgage or the lien of said Party of the First Part, its successors and assigns under said First Mortgage, nor effect or impair any rights or powers which it may have under the said Note and First Mortgage for the recovery of the mortgage debt, with interest, in the event of nonfulfillment of this agreement by said parties of the second part.

IN WITNESS WHEREOF, the said Parties hereto have caused these presents to be executed on the day and year first hereinbefore set forth.

ATTEST: Howard H. Pitch Secretary (CORP. SEAL)

THE INLAND MORTGAGE CORPORATION, a corporation, Party of the First Part
By: Morris Stern President

M. N. Penny
Addie U. Penny
Parties of the Second Part

STATE OF MISSOURI)
COUNTY OF JACKSON) SS

On this 27 day of January, 1937, before me, a Notary Public, appeared Morris Stern, to me personally known, who being by me duly sworn, did say that he is the President of THE INLAND MORTGAGE CORPORATION, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Morris Stern acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal at my office in Kansas City, Missouri, the day and year last above written.

(SEAL) My commission expires January 20th, 1940.

Sadie W. Brown
Notary Public, Jackson County, Missouri

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS

Be it remembered that on this 23rd day of January, 1937, before me the undersigned, a Notary Public in and for the County and State aforesaid, came M. N. Penny and Addie U. Penny, his wife, who are