

MORTGAGE

THIS INDENTURE, Made this 18th. day of September A.D. 1936 between C. F. Wilson and Vena Wilson, husband and wife of Shawnee County, in the State of Kansas, of the first part, and Charles Nichols of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of (\$1272.50) Twelve Hundred Seventy Two - - - and 50 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in Douglas County, and State of Kansas, to wit:

One sixth undivided interest in the following described real estate, Two Thirds of One acre, occupied by mercantile & dwelling buildings in Big Springs, in Sec. 14: Township 12: Range 17. Also the south one-half N.W. Quarter Sec 25: Township 12: Range 17, all in Douglas County, Kansas.

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 First Parties have this day executed and delivered their certain promissory note in writing to said party of the second part, of which the following is a copy:

\$1272.50 "Copy" September 18, 1936  
Five years after date we promise to pay to the order of Charles Nichols Twelve Hundred Seventy Two - - - 50/100 - - DOLLARS at Privilege to pay any or all at any time & stop interest on the sum so paid.  
Value received with interest at 5% per annum  
No..... Due Sept. 18, 1941. C. F. Wilson  
Vena Wilson

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, his 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, and 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, by these presents, become due and payable, and the party 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.

C. F. Wilson  
Vena Wilson

STATE OF KANSAS, Shawnee COUNTY, ss.

BE IT REMEMBERED, That on this 2nd. day of March A.D. 1937 before me, the undersigned, a Notary public in and for the County and State aforesaid, came C. F. Wilson and Vena Wilson who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

(SEAL) Term expires March 27, 1937.

J. J. King  
Notary Public.

Recorded March 20, 1937 at 1:45 P.M.

*Narvel A. Buck* Register of Deeds.

Receiving No. 4053

EXTENSION AGREEMENT

Lawrence, Kansas, September 16, 1936  
The undersigned hereby covenant that they are the legal owners of the premises conveyed to Magdalena Dietz, a widow, by a Mortgage, dated September 3, 1931 made by Fred C. Flory and Cora B. Flory, his wife, and duly recorded in Douglas County, Kansas, Book 76, on page 377, to....., which Mortgage was given to secure the payment of a note or bond for the sum of \$8000.00, payable Sept. 3, 1936, to Magdalena Dietz or order, upon which note or bond there remains unpaid the sum of \$8000.00, of principal money; and in consideration of the extension of the time for the payment thereof for the term of three years from maturity, hereby agrees to assume said indebtedness and to pay interest upon said principal sum, from the day whereon the same, by the terms of said note or bond, becomes due, at the rate of four per cent per annum, payable semi-annually, for and during said term of extension, according to the tenor and effect of the extension coupons hereto attached; both principal and interest to be paid, when due, at the .....; and in case of default in payment of any of said extension coupons, or in case of non-payment of taxes or breach of any of the covenants contained in said mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable.

The undersigned agree to pay \$50.00 on the principal amount of this note at such interest paying date, commencing March 3, 1937.

Fred C. Flory  
Cora B. Flory

EXTENSION COUPON.

\$155.00 Lawrence, Kan., Sept. 16, 1936 On the 3rd day of Sept., 1939, we promise to pay to the order of Magdalena Dietz One Hundred Fifty-five & No/100 Dollars, at..... for interest due on a principal sum of \$7750. This coupon bears interest at the rate of 10 per cent per annum after due.

No. 6

Fred C. Flory  
Cora B. Flory

EXTENSION COUPON

\$155.00 Lawrence, Kan., Sept. 16, 1936 On the 3rd day of Nov., 1939, .. promise to pay to the order of Magdalena Dietz One Hundred fifty-six & No/100 Dollars, at..... for interest due on a principal sum of \$7800. This coupon bears interest at the rate of 10 per cent per annum after due.

No. 5

Fred C. Flory  
Cora B. Flory

See paid index in 85-007

Reg. No. 1006  
Fee Paid \$20.11