

DOUGLAS COUNTY

STATE OF KANSAS, SHAWNEE COUNTY, ss.

BE IT REMEMBERED, That on this day of November A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, E.C. Wilson, a widower and a single man, who is personally known to me to be the same person who executed the within instrument of writing, and such person has 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 Feb, 23rd, 1941

Roland McDowell
Notary Public.

Recorded November 22, 1937 at 11:00 A.M.

Harold A. Beck Register of Deeds.

Reg. No. 1296
Fee Paid \$5.00

Receiving No. 5232

EXTENSION AGREEMENT

WHEREAS, ADDISON R. SHEPPARD and MARTEA J. SHEPPARD, husband and wife, heretofore executed and delivered to FIDELITY TRUST COMPANY a certain mortgage or deed of trust recorded in the office of the Register of Deeds Douglas County, Kansas, in Book 54 of Mortgage Record, page 577, covering the premises therein described and securing the payment of the sum of THREE THOUSAND (\$3,000.00) DOLLARS, evidenced by real estate notes or obligations of even date therewith, with interest, which said mortgage or deed of trust together with said real estate notes or obligations and the debt thereby secured were duly assigned to NEW YORK LIFE INSURANCE COMPANY, of New York City, New York, by an assignment in writing, recorded in the office aforesaid, in Book 57 of Mortgages, page 133;

NOW THEREFORE, the undersigned owners of the premises described in said mortgage or deed of trust, desiring an extension of the time of payment of the principal sum now remaining unpaid as hereinafter set forth, the holder of said notes or obligations hereby grants such extension and in consideration thereof the undersigned owners of the premises described in said mortgage or deed of trust hereby acknowledge that said mortgage or deed of trust is a valid first lien upon the premises therein described, and the real estate notes or obligations heretofore mentioned are now evidence of a just and valid debt of the undersigned owners in the principal sum of TWO THOUSAND (\$2,000.00) DOLLARS, with interest, jointly and severally promise and agree as follows:

1. To pay One Hundred (\$100.00) DOLLARS, annually, in reduction of said principal, commencing June 1st, 1938 and the balance of said principal sum on June 1st, 1942, and not before the maturity thereof as the same is hereby extended, with interest on the unpaid principal sum at the rate of five and one-half per centum (5½%) per annum, payable annually on June 1st in each year, with interest after maturity, whether in course or after acceleration of maturity, at the highest rate which may lawfully be required by the holder of said notes or obligations. Both interest and principal are payable at the place of payment indicated in said real estate notes or obligations, or at such other place as the holder of said notes or obligations may designate in writing.

2. Notification of the retention of this agreement by the holder of said notes or obligations to the owner of the premises described in said mortgage or deed of trust, or its assigns, shall be conclusive evidence of such extension against all persons whomsoever.

3. Except as otherwise expressly provided herein, this extension shall be subject to all terms, covenants and conditions of said mortgage or deed of trust and said notes or obligations, which shall be construed as a part hereof as fully as to all intents and purposes as if written at length herein.

4. In case of breach in any of the covenants and conditions herein as above construed, at its option, the holder of said notes or obligations, or its assigns, may declare said notes or obligations and all interest thereon and all further sums collectible, according to the terms thereof, and according to the terms of the said mortgage or deed of trust as above construed, due and payable forthwith, and take any and all steps authorized for the collection of all of said sums.

5. In the event of the passage, after the date of the mortgage or deed of trust, of any law of the State in which the premises described in said mortgage or deed of trust are situated, deducting from the value of land for the purposes of taxation any lien thereon, or providing, or changing in any way the laws now in force, for the taxation of mortgages, deeds of trust, or debts secured thereby, for State or local purposes, or the manner of the collection of any such taxes, so as to affect the interest of the mortgagee or beneficiary under the deed of trust, the whole of the principal sum secured by the mortgage or deed of trust, together with the interest due thereon, shall, at the option of the holder of said notes or obligations, without notice to any party become immediately due and payable.

6. The Statute of Limitations shall not begin to run against said mortgage or deed of trust and said notes or obligations until the end of said extended period.

7. Privilege is reserved to pay \$100.00 or multiple thereof on any interest paying date.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this 3rd day of November, 1937.

Martin Rohe Jr.
Lulu Rohe

STATE OF KANSAS, COUNTY OF SHAWNEE, SS:

BE IT REMEMBERED, that on this 3rd day of November 1937, before me, the undersigned, a Notary Public in and for said County and State, came MARTIN ROHE, JR., and LULU ROHE, his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same.

WITNESS my hand and official seal the day and year last above written.

(SEAL) My commission expires April 2, 1941.

Ruth Drake
Notary Public.

Recorded November 23, 1937 at 9:45 A.M.

Harold A. Beck Register of Deeds.