

DOUGLAS COUNTY

or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

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 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 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 on the day and year first above written.

James C. Malin
Pearl Keene Malin

STATE OF KANSAS,)
County of Douglas) ss.:

Be it remembered, that on this 10th day of December, A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James C. Malin and Pearl Keene Malin, 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.

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

(SEAL) Term expires 10/3. 1940

Recorded December 10, 1937 at 1:25 P.M.

Harold A. Beck Register of Deeds.

Reg. No. 1315, Receiving No. 5325
Fee Paid \$4.75

EXTENSION AGREEMENT

Lawrence, Kansas, November 13, 1937.

The undersigned hereby covenant that they are the legal owners of the premises conveyed to The Merchants Loan & Savings Bank by a Mortgage, dated September 1, 1926 made by Lillian S. Ewing, and duly recorded in Douglas County, Kansas, Book 69, on Page 421, to which Mortgage was given to secure the payment of a note or bond for the sum of \$3200.00, payable Sept. 1, 1929, to The Merchants Loan & Savings Bank, Lawrence, Kansas, or order, upon which note or bond there remains unpaid the sum of \$1900.00, of principal money; and in consideration of the extension of the time for the payment thereof for the term of five years from September 1, 1937, 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 six 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 First National Bank, Lawrence, Kansas; and in case of default in payment of any of said extension coupons, or in 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 make the following payments on said principal sum:

\$100.00 6-1-38	\$100.00 12-1-39	\$100.00 6-1-41
100.00 12-1-38	100.00 6-1-40	100.00 12-1-41
100.00 6-1-39	100.00 12-1-40	100.00 6-1-42
		1000.00 9-1-42.

Mrs. Lillian Simpson Farr
Leslie C. Farr

Extension Coupon

\$31.50

On the 1st day of September, 1942 we promise to pay to the order of The First Savings Bank Thirty-one and 50/100 Dollars, at First National Bank, Lawrence, Kansas, for interest due on a principal sum of \$1000. This coupon bears interest at the rate of ten percent per annum after due.

No. 10.

Lillian Simpson Farr
Leslie C. Farr

Extension Coupon

\$34.50

On the 1st day of March, 1942, we promise to pay to the order of The First Savings Bank Thirty-four and 50/100 Dollars, at First National Bank, Lawrence, Kansas, for interest due on a principal sum of \$1100. This coupon bears interest at the rate of ten per cent per annum after due.

No. 9.

Lillian Simpson Farr
Leslie C. Farr

Extension Coupon

\$37.50

On the 1st day of September, 1941, we promise to pay to the order of The First Savings Bank Thirty-seven and 50/100 Dollars, at First National Bank, Lawrence, Kansas, for interest due on a principal sum of \$1200. This coupon bears interest at the rate of ten per cent per annum after due.

No. 8.

Lillian Simpson Farr
Leslie C. Farr