

MORTGAGE RECORD 83

Receiving No. 5401

EXTENSION AGREEMENT

Ref. No. 1332
Fee Paid \$4.25

The undersigned hereby covenant that they are the legal owners of the real estate conveyed to The Trustees of Baker University by a Mortgage dated November 1, 1926, and recorded at Page 460 of Book 67 of Mortgages in the Office of the Register of Deeds of Douglas County, Kansas, and given to secure the payment of a note or bond for the sum of \$2,000.00 due and payable November 1, 1931, which note or bond was extended to January 1, 1937 in the amount of \$1,800.00, on which it is hereby acknowledged there is due and unpaid the sum of \$1,700.00 of principal money and in consideration of the Agreement of the said The Trustees of Baker University to extend the time for payment in the following manner, to-wit:

One Hundred Dollars (\$100.00) - - - - - on January 1, 1939
One Hundred Dollars (\$100.00) - - - - - on January 1, 1940
One Hundred Dollars (\$100.00) - - - - - on January 1, 1941
One Hundred Dollars (\$100.00) - - - - - on January 1, 1942
Thirteen Hundred Dollars (\$1,300.00) - - - - - on January 1, 1943

the undersigned hereby promise and agree to and with The Trustees of Baker University to assume and to pay the principal sum due on said note or bond to the said The Trustees of Baker University or order at the Office of the Treasurer of The Trustees of Baker University, at Baldwin, Kansas, as above indicated, and also the interest thereon at the rate of 5% per cent per annum in semi-annual payments during the said term of this extension, said interest installments to be due on the first day of January and the first day of July of each year during the period of this extension, and said principal and interest installments to bear interest at the rate of ten per cent per annum after maturity; all conditions, covenants and agreements contained in said Mortgage are hereby continued in full force and ratified, and this agreement shall bear the same relation thereto and be construed therewith in the same manner as the original note or bond hereby extended; and in case of default in payment of any of said principal or interest installments, or breach of any of the covenants contained in said Mortgage and extension, it shall be optional with said Mortgagee or assigns to declare said principal sum immediately due and payable. The undersigned reserve the privilege to pay on said principal amount \$100.00, or any multiple thereof, at any interest pay day before maturity.

In Witness Whereof, the undersigned have affixed their signatures hereto this 27th day of December 1937.

E. B. Knepp
Mildred Knepp

ACKNOWLEDGMENT

State of Illinois
Du Page County

Before me Harry L. Whiteley a Notary Public in and for said County and State, on this 27th day of December 1937 personally appeared E. B. Knepp and Mildred Knepp are personally to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above set forth.

Harry L. Whiteley
Notary Public

(SEAL) My Commission expires August 28-1939

Recorded January 3, 1938 at 10:30 A.M.

Nardell A. Bell Register of Deeds.

Receiving No. 5402

AMORTIZATION MORTGAGE

THIS INDENTURE, made this 26th day of December, 1937, between Fred Fitch and Florence Fitch, his wife of the County of Douglas, and State of Kansas, hereinafter called the mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, WICHITA, KANSAS, hereinafter called the mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of FOUR THOUSAND ONE HUNDRED AND NO/100 (\$4100.00) DOLLARS, in hand paid by the mortgagee, receipt of which is hereby acknowledged, has granted, bargained and sold, and these presents grant, bargain, sell and convey to said mortgagee, all of the following described real estate situate in the County of Douglas, and State of Kansas, to-wit:

Commencing at a point on the West line of the Shawnee Indian Reservation in the Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, at a point which is 1193.76 feet South of the South line of the Atchison, Topeka and Santa Fe Railroad right of way for a point of beginning, thence West 2919.18 feet more or less to the west line of the Southeast Quarter (SE $\frac{1}{4}$) of Section Three (3), said Township and Range, thence South to the Southwest corner of said Southeast Quarter (SE $\frac{1}{4}$) of Section Three (3), thence East along the South line of Southeast Quarter (SE $\frac{1}{4}$) of Section Three (3) and the Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2) to the West line of said Shawnee Indian Reservation, thence North along the West line of said Shawnee Indian Reservation to the point of beginning, less highway right of way of 5.02 acres; Containing 95.3 acres, more or less, according to the U.S. Government Survey thereof.

Together with all privileges, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, including all water, irrigation and drainage rights of every kind and description, however evidenced or manifested, and all rights-of-way, apparatus and fixtures belonging to or used in connection therewith, whether owned by the mortgagor at the date of this mortgage, or thereafter acquired.

Provided, this mortgage is given to secure the payment of the mortgage to the mortgagee, at its offices in the City of Wichita, State of Kansas, of the sum of \$4100.00 with interest at the rate of 5 per cent per annum, evidenced by a certain promissory note of even date herewith, executed by the mortgagor to the mortgagee, conditioned for the payment of said sum and interest on the amortization plan in 65 - - - semi-annual installments, and a final installment of \$105.06, due on the 1st day of December 1970, unless sooner matured by extra payments on principal, in accordance with the amortization table printed on the back of said note; which note further provides that all sums not paid when due shall bear interest from the due date to the date of payment at the rate of eight per cent per annum.

The mortgagor does hereby covenant and agree with the mortgagee, as follows:

1. To be now lawfully seized of the fee simple title to all of said above described real estate to have good right to sell and convey the same; that the same is free from all incumbrances; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever.

This Release
on this original
Mortgage
this 9th day
of January
1938
at 10:30 A.M.
Nardell A. Bell
Register of Deeds
The amount secured by this mortgage has been paid in full and the
within mortgage is hereby cancelled, the 10th day of January, 1940
The Federal Land Bank of Wichita a Corporation
By: J. J. Jones Vice President
(Sign Seal)