

MORTGAGE RECORD 83

Receiving No. 5547

CONTRACT FOR EXTENSION OF LOAN

Reg. No. 1352
Fee Paid \$31.25

WHEREAS, Equitable Life Insurance Company of Iowa the present legal owner of the Promissory Note given by Christian C. Schaake and Louisa Schaake, his wife to The Central Trust Company and which said note has been heretofore duly and properly assigned to said Equitable Life Insurance Company of Iowa for the sum of FIFTEEN THOUSAND DOLLARS, of which there remains unpaid the sum of TWELVE THOUSAND FIVE HUNDRED DOLLARS, said note dated July 25, 1928, due February 1, 1933, which said note is secured by a mortgage on Real Estate in the County of Douglas and State of Kansas, said mortgage recorded on the 27th day of July A.D. 1928 in Book 70 at page 39 in the Recorder's office of said County, and which property is now owned by Christian C. Schaake has promised to extend the time of payment of the principal sum remaining due on said note as hereinafter set forth:

NOW, THEREFORE, THIS INDENTURE WITNESSETH, That in consideration of the premises and said promise above recited, we whose names are hereunto subscribed have agreed with the legal owner of said note, as follows: That the time for payment of the principal sum remaining due on said note shall be extended as follows: \$500.00, due Feb. 1, 1939 \$500.00, due Feb. 1, 1940 \$500.00, due Feb. 1, 1941

\$500.00, due Feb. 1, 1942 \$10,500.00, due Feb. 1, 1943

That said note as extended shall bear interest at 4 per cent per annum, payable semi-annually on the first days of February and August in each year. provided the same is paid when due, otherwise the installments of both principal and interest are to draw ten per cent interest per annum after due, until paid; and that none of the other conditions and obligations of said note and mortgage, except as hereinbefore mentioned, shall be affected by this extension agreement, but shall remain in full force and virtue and be binding upon us. Further, that we obligate ourselves, jointly and severally, to pay, at maturity, both the principal note and the interest thereon from February 1, 1938.

Witnesseth our hands, this 19th day of November 1937

Christian C. Schaake

Christian C. Schaake

Louisa Schaake

Louisa Schaake

At the end of one year or at any interest paying date thereafter, Mortgagor has the option to pay on the principal of this note \$100 or any multiple thereof.

STATE OF KANSAS, Douglas County, ss.

Be it Remembered, that on this 22nd day of November A.D. 1937 before me, the undersigned, a Notary Public in and for said County and State, came Christian C. Schaake and Louisa Schaake, who are personally known to me to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

Chester A. Hemphill
Notary Public.

(SEAL) (Commission expires April 22 1940)

Recorded February 10, 1938 at 10:00 A.M.

Harold A. B. B. Register of Deeds.

Receiving No. 5561

MORTGAGE

Reg. No. 1353
Fee Paid \$3.75

THIS MORTGAGE, made the 6th day of January, A.D. 1938 Between FRANK P. KISER and SAMUEL KISER, both single men, of the County of Douglas, and State of Kansas, parties of the first part and THE DAVIS WELLCOME MORTGAGE COMPANY, a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka, and State of Kansas, party of the second part, WITNESSETH: That whereas the said parties of the first part are justly indebted to the said THE DAVIS WELLCOME MORTGAGE COMPANY for money borrowed in the sum of FIFTEEN HUNDRED DOLLARS, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 13th day of January, A.D. 1945, being principal note, which note bears interest from January 13, 1933 at the rate of six per cent. per annum, payable semi-annually.

Both principal and interest bear interest after any default at the rate of ten (10) per cent. per annum, payable annually, until paid, and said note is made payable to the order of said THE DAVIS WELLCOME MORTGAGE COMPANY, at Topeka, Kansas, in lawful money of the United States of America.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents mortgage and warrant unto the said party of the second part, its successors and assigns, forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Nineteen (19), Township Thirteen (13) South, Range Nineteen (19) East of the Sixth Principal Meridian, except the East Ten (10) acres of the North Half (N $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$), and also except that part of the South Half (S $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) lying East of the center of the channel of Rock Creek; also Beginning at a point Twelve Hundred (1200) feet South of the Northeast corner of Section Twenty Four (24), Township Thirteen (13) South; Range Eighteen (18) East of the Sixth Principal Meridian, thence West Three Hundred Fifty Nine (359) feet, thence South Two Hundred Nineteen (219) feet, thence East Three Hundred Fifty Nine (359) feet, thence North Two Hundred Nineteen (219) feet to beginning, containing in the aggregate Sixty Five (65) Acres, more or less.

AND the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part in some solvent incorporated insurance company or companies approved by the said party of the second part for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, and deliver the said policy or policies to the party of the second part, or assigns, as collateral security for the

This document is a copy of the original as filed and the same has been verified by the Register of Deeds.
Harry A. B. B.
in Agreement with the Register of Deeds.
Witness my hand and seal this 22nd day of November, 1937.
Harold A. B. B.
Register of Deeds.