

MORTGAGE RECORD 83

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acknowledged the execution of the same to be her voluntary act and deed.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My commission expires May, 1, 1939

H. C. Bigelow
Notary Public

Recorded March 7, 1938 at 11:30 A.M.

Narda A. B. P.

Register of Deeds.

Receiving No. 5679 -

MORTGAGE EXTENSION AGREEMENT

S.L.A. #2550

Reg. No. 1386
Fee Paid \$5.50

WHEREAS, on the 7th day of March, 1932, Z.H. Tibbetts, Maynard R. Tibbetts and Ida Louise Tibbetts, his wife, executed and delivered a certain mortgage to THE FRATERNAL AID UNION, which said mortgage was recorded in book 72, page 524 of the mortgage records of Douglas county, State of Kansas, to secure the payment of a note dated March 7th, 1932, due March 7th, 1935, in the principal sum of \$3,000.00, with interest at the rate of 6 per cent., payable semi-annually on the 7th days of March and September; and

WHEREAS, the undersigned, Z.H. Tibbetts, a widower, Maynard R. Tibbetts and Ida Louise Tibbetts, his wife, hereby covenant that they are the present legal owners of the premises described in said mortgage recorded as aforesaid, to which reference is hereby made for particular description of said real property, and the undersigned do hereby agree that there remains a balance due and unpaid on said indebtedness in the amount of \$2,200.00 represented by the above described note and mortgage; and

WHEREAS, THE STANDARD LIFE ASSOCIATION of Lawrence, Kansas is the present owner and holder of the note representing the unpaid balance due on said indebtedness and the mortgage securing the same, and upon the application of the obligors hereinbefore named, has consented that time of payment of said note and mortgage may be extended upon the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the extension of time for the payment of said indebtedness the undersigned covenant and agree to pay the said indebtedness on or before the 7th day of March, 1941, together with interest thereon at the rate of 6 per cent. per annum, payable semi-annually on the 7th days of March and September in each calendar year; principal and interest to be payable at Lawrence, Kansas, and in the event the principal sum or any interest be not paid when due, then said principal sum or any part thereof not paid when due or demandable and all interest due and unpaid shall bear interest after maturity at the rate of 10 per cent. per annum. Time is of the essence of this extension agreement; and in the event of default in the payment of any interest when due or the non-payment of taxes or breach of any of the covenants contained in said original mortgage, it shall be optional with the legal owner of said principal note and mortgage to declare said principal sum immediately due and payable.

It is expressly understood that nothing herein contained shall be construed to impair the security of the owner and holder of said note and mortgage, its successors or assigns, but that all of the covenants and conditions of said note and mortgage shall continue in full force and effect in so far as they are not inconsistent with this extension agreement, to which they are to apply as fully as if the terms of this agreement were originally set forth in and made a part of said note and mortgage.

Permission is given to make payments upon principal in the sum of One Hundred Dollars (\$100.00) or multiples thereof at any interest-paying time.

IN WITNESS WHEREOF, the undersigned have affixed their signatures, this ____ day of March 1938.

Z. H. Tibbetts
Maynard R. Tibbetts
Ida Louise Tibbetts

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 10th day of March, A.D. 1938, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Z.H. Tibbetts Maynard R. Tibbetts and Ida Louise Tibbetts who are personally known to me to be the same person(s) who executed the within Mortgage Extension Agreement, and such person(s) 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) My Commission Expires April 10, 1941

S. A. Wood
Notary Public.

Recorded March 10, 1938 at 2:45 P.M.

Narda A. B. P.

Register of Deeds.

Receiving No. 5690 <

MORTGAGE

Reg. No. 1385
Fee Paid \$4.00

THIS INDENTURE, Made this 21st. day of January in the year of our Lord one thousand nine hundred and thirty-eight, between Homer E. Clerk and Nannie E. Clark, his wife of Sudora, in the County of Douglas and State of Kansas parties of the first part, and S. D. Moherman party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1600.00 Sixteen Hundred - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents does GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The North One-Half (N. 1/2) of the Northeast One-Fourth (NE. 1/4) of Section Sixteen (16), Township Fourteen (14), Range Twenty-one (21), in Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part does hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance herein, free and clear of all encumbrances whatsoever. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$... Dollars each, and shall deliver the policies to said second party, and