

MORTGAGE RECORD 83

Receiving No. 5703

RELEASE, REAL ESTATE MORTGAGE.

This release is given to take the place of a release dated March 6, 1925 which was improperly executed. KNOW ALL MEN BY THESE PRESENTS: That in consideration of full payment of debt secured by a mortgage made by William H. Johanning to The Central Trust Company on the following described property, to-wit:

Southeast Quarter of Section Twenty (20), Township Fourteen (14), South, Range Nineten (19), East of the 6th Principal Meridian

in Douglas County, Kansas, dated the.....day ofA.D. 191....., which is recorded in Book 64 of Mortgages, pages 57/58, of the records of said Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

IN WITNESS WHEREOF, The said The Central Trust Company has hereunto caused this instrument to be signed on its behalf by its Vice-President, thereunto duly authorized so to do, and has caused its common seal to be hereunto affixed, this 15th day of March, 1938.

(CORP. SEAL)

THE CENTRAL TRUST COMPANY
By J. E. Merriam V. President

STATE OF KANSAS, SHAWNEE COUNTY, ss.

BE IT REMEMBERED, That on this 15th day of March, A.D. 1938, before me, the undersigned, came J.E. MERRIAM as VICE President of The Central Trust Company who is personally known to me to be the same person who executed the foregoing instrument of writing as said VICE President, and duly acknowledged the same to be the free act and deed of said The Central Trust Company

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

Sidney S. Smith
Notary Public.

(SEAL) (Term Expires December 11th, 1939)

Recorded March 17, 1938 at 10:00 A.M.

Nard A. Beck Register of Deeds.

Reg. No. 1394

Fee Paid \$2.00

Receiving No. 5705

MORTGAGE EXTENSION AGREEMENT

S.L.A. Loan #2697

WHEREAS, on the 17th day of January, 1935, Guy D. Turner and Frankie Turner, husband and wife executed and delivered a certain mortgage to THE STANDARD LIFE ASSOCIATION, which said mortgage was recorded in Book 82, page 27 of the mortgage records of DOUGLAS county, State of KANSAS, to secure the payment of a note dated Jan. 17th, 1935, due January 17th, 1938, in the principal sum of \$1,000.00, with interest at the rate of 6 per cent., payable semi-annually on the 17th days of January and July; and

WHEREAS, the undersigned, Guy D. Turner and Frankie Turner 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 \$800.00, 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 up on 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 17th day of January, 1943, together with interest thereon at the rate of 6 per cent. per annum, payable semi-annually on the 17th days of January and July 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 hereincontained 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 February, 1938.

STATE OF KANSAS, DOUGLAS COUNTY, SS.

Guy D. Turner
Frankie Turner

BE IT REMEMBERED, That on this 15th day of March, A.D. 1938, before me, the undersigned a Clerk of the District Court in and for the County and State aforesaid, came Guy D. Turner and Frankie Turner 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 official seal, the day and year last above written.

John Callahan
Clerk of the District Court.

(OFFICIAL SEAL) My Commission expires

Recorded March 17, 1938 at 11:55 A.M.

Nard A. Beck Register of Deeds.