

DOUGLAS COUNTY

Reg. No. 1417 ✓
 Fee Paid \$5.00

Receiving No. 5831

AGREEMENT FOR EXTENSION OF MORTGAGE

Lawrence, Kansas January 28, 1938.

The undersigned hereby covenant that they are the legal owners of the premises conveyed to The First Savings Bank of Lawrence, Kansas by a Mortgage, dated February 1, 1933 made by Willis A. Colman & Stella Colman, his wife, and duly recorded in Douglas County, Kansas, Book 76, on page 559, to --, which Mortgage was given to secure the payment of a note or bond for the sum of \$2000.00, payable Feb. 1, 1938, to The First Savings Bank of Lawrence, or order upon which note or bond there remains unpaid the sum of \$2000.00, of principal money; and in consideration of the extension of the time for the payment thereof for the term of five years from maturity, 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 five 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 case 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 reserve the right to pay on the principal amount in multiples of \$100.00 at any interest paying date.

M. L. Colman Leo Colman Alva A. Blaes Grace Elkin Willis A. Colman
 Mary J. Colman Mario Colman Aileen Blaes Wm F. Elkin Nellie Colman

Recorded April 12, 1938 at 10:20 A.M.

Harold A. Beck

Register of Deeds.

Reg. No. 1418 ✓
 Fee Paid \$9.50

Receiving No. 5832

AGREEMENT

PARTIES: Emma E. Gosper, a widow, owner; and
 Faye R. Thomas and Richard Lee Thomas, as joint tenants with right of survivorship and not as tenants in common, purchasers.

REAL ESTATE INVOLVED:

The Northwest Quarter of the Northeast Quarter of Section 9, Township 13, Range 20, in Douglas County, Kansas.

STATEMENT OF FACTS:

It is agreed that there is now a mortgage on the above described real estate securing the payment of the sum of \$1500.00, with interest according to its terms, the payment of which mortgage is hereby assumed by the purchasers as a part of the purchase price of said real estate.

The balance of the consideration of the purchase of said real estate amounts to the sum of \$4,000.00 which is to be paid:

- \$200.00 in cash on the execution of this contract;
- \$200.00 one year from the date of the execution of this contract; and
- \$200.00 each year thereafter on the same date until six such annual payments have been made, and

On the seventh anniversary of the date hereof, the balance of said \$4,000.00.

Interest on all unpaid parts of said \$4,000.00 to be paid at the rate of 3 per cent per annum, payable monthly.

AGREEMENT:

The owner hereby agrees to sell to the purchasers and the purchasers hereby agree to buy from the owner the above described real estate and pay therefor the sum of \$5,500.00, \$1,500.00 of which is represented by the mortgage on said real estate, which mortgage the purchasers hereby assume and agree to pay; and the balance of said \$5,500.00, the purchasers hereby agree to pay to the owner in installments as set out above.

The purchasers, however, reserve the right to make additional payments on the balance due on said \$4,000.00 at any time.

The purchasers agree to pay all taxes now unpaid on said real estate or hereafter assessed promptly before any part thereof shall become delinquent; also hereby agree to pay all insurance premiums and maintain insurance on the improvements on said real estate against loss by fire or windstorm to their full insurable value in companies satisfactory to the owner.

The purchasers further agree to keep all of the improvements on said real estate in as good a state of repair as they now are and also farm or cause the land to be so farmed that its fertility and quality will be maintained during the life of this contract.

The purchasers further agree that, at any time during the remainder of her lifetime, the owner may live with them in their home wherever it may be maintained, they being responsible for the shelter and subsistence of the owner, this obligation, however, in no wise to be a lien on the above described real estate.

It is agreed that the purchasers are now in possession of the above described real estate, which possession shall continue under this contract on the execution thereof.

The owner agrees to at once submit an abstract of title to the purchasers for their examination and this contract is binding upon said purchasers only in case they find, on examination, that said abstract does show a merchantable title.

The owner agrees that she will at once make, execute, and deliver to The First National Bank of Lawrence, as escrow, a general warranty deed, conveying the above described real estate to the said purchasers and warranting her title thereto to be free and clear of all encumbrances, except the \$1,500.00 mortgage mentioned, which mortgage, by the terms of said deed, shall be assumed by the purchasers. One copy of this contract shall also be delivered to said escrow and, on the performance by the purchasers of all the obligations which they, by the terms of this contract, do now agree to perform, said escrow shall at once deliver such warranty deed to them.

Said purchasers further agree that time is of the essence of this contract in the making of the payments herein provided for and in the doing of all things which, by the terms hereof, they agree to do and further agree that, should they make default in any of the payments herein provided for, or should they fail to strictly perform each and every obligation which, by the terms hereof, they agree to perform, said owner may elect to declare the entire balance of the purchase price herein mentioned immediately due and payable and, unless the purchasers pay the same, on demand, they shall then and there forfeit any and all right, title and interest which they may have in the above described real estate by reason of this contract or otherwise, and, in case of such forfeiture, they hereby agree to at once give up the possession of said real estate to the owner.

This contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, assigns and successors of each of the parties hereto.

EXECUTED in triplicate at Lawrence, Kansas, this 30 day of March, 1938.