

# MORTGAGE RECORD 83

357

STATE OF KANSAS )  
DOUGLAS COUNTY ) SS:

Emma E. Gosper  
Faye R. Thomas  
Richard Lee Thomas

BE IT REMEMBERED, That on this 30 day of March, 1938, before me, the undersigned, a Notary Public in and for said County and State, came Emma E. Gosper, a widow, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

C. C. Stewart  
Notary Public

(SEAL) My Commission Expires July 5, 1941.

Recorded April 12, 1938 at 2:20 P.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 5833

Reg. No. 1419  
Fee Paid \$6.25

## AGREEMENT FOR EXTENSION OF MORTGAGE

The undersigned hereby covenant that they are the legal owners of the premises conveyed to the Merchants Loan & Savings Bank, Lawrence, Kas by a Mortgage, dated July 1, 1928 made by A.G. Alrich and Helen Alrich, his wife, and duly recorded in Douglas County, Kansas, Book 69, on page 373, to which Mortgage was given to secure the payment of a note or bond for the sum of \$2500.00, payable July 1, 1929 to The Merchants Loan & Savings Bank, Lawrence, Kansas, or order, upon which note or bond there remains unpaid the sum of \$2500.00 of principal money; and in consideration of the extension of the time for the payment thereof for the term of three years from January 1, 1938, 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 seven 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 of said principal note to declare said principal sum immediately due and payable. The undersigned agree to make the following payments on said principal sum:

\$100.00 Jan. 1, 1939	\$100.00 July 1, 1940
\$100.00 July 1, 1939	\$2100.00 Jan. 1, 1941.
\$100.00 Jan. 1, 1940	

A. G. Alrich  
Helen M. Alrich

Recorded April 13, 1938 at 10:00 A.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 5839

Reg. No. 1421  
Fee Paid \$6.25

## DEED OF TRUST

THIS INDENTURE, Made this seventh day of April in the year of our Lord one thousand nine hundred and thirty-eight, between Margaret Deatherage of the County of Pueblo and the State of Colorado, party of the first part Harry P. Vories as Public Trustee, in and for Pueblo County, Colorado, party of the second part:

WITNESSETH, That whereas the said Margaret Deatherage has Executed her one certain Promissory Note bearing even date herewith, payable to the order of John A. Benander five years and after the date thereof, for the principal sum of (\$150) sum of One hundred fifty and 00/100 --DOLLARS with interest thereon from date at five per cent per annum Privilege granted to pay all or any part of principal at any interest paying date.

AND WHEREAS, The said Margaret Deatherage is desirous of securing not only the prompt payment of said Promissory Note, but also of effectually securing and indemnifying the said John A. Benander for or on account of any assignment, endorsement or guarantee of said Promissory Note:

NOW, THEREFORE, the said party of the first part in consideration of the premises and for the purposes aforesaid, and in further consideration of One Dollar to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed, has and hereby does grant, bargain, sell and convey unto the said party of the second part and his successors in said Office of Public Trustee, in trust forever, all the premises situate in the County of Douglas State of Kansas known and described as follows, to-wit:

Her undivided interest in and to the Southwest (S.W.) Quarter of Section Twelve (12) in Township Thirteen (13) Range Seventeen (17), Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the privileges and appurtenances thereunto belonging: IN TRUST NEVERTHELESS, that in case of default in the payment of said Note or any of them, or any part thereof, or interest thereon, according to the tenor and effect of said Note, or in case default be made in, or in case of the violation or breach of any of the terms, conditions or agreements herein contained, then it shall and may be lawful for said party of the second part, or his successors in the office of Public Trustee, to sell and dispose of the said premises, either en masse or in parcels, at public auction at the main front door of the County Court House in the City of Lawrence, and State of Kansas, for the highest and best price the same will bring in cash, four weeks' public notice having been previously given of the time and place of such sale by weekly (or daily) advertisement in one of the newspapers of general circulation at the time published in said County of Lawrence and make, execute and deliver to the purchaser or purchasers at such sale good and sufficient certificate or certificates of purchase of and for the premises sold; and out of the proceeds or avails of such sale or sales and purchase money paid thereon, after first paying all costs of advertising and sales, commissions, and all other expenses of this trust, including all moneys advanced for taxes, insurance and other liens or assessments with interest thereon to pay the principal and interest due on said Note, according to the tenor and effect thereof, render the overplus, if any, unto the said party of the first part, her heirs or assigns, on reasonable request and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money, which sale or sales so made, shall, after deed has been issued therefor, as hereinafter or as by law provided, be a perpetual bar both in

*See Return on Book 95, page 120*