

# MORTGAGE RECORD 83

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party of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that the said party of the second part, or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights or benefits to the party of the first part, or assigns, until notified by legal holder hereof to account for and to pay over the same to such legal holder.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct, and any judgment for the foreclosure of this mortgage shall provide that all of the land herein described shall be sold together and not in separate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the party of the first part; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal on the day and year first above written.

Florence Penny

STATE OF KANSAS, )  
County of Douglas ) ss.:

Be it remembered, that on this 9 day of May, A.D. 1938, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came FLORENCE PENNY, a widow, who is personally known to me to be the same person who executed the foregoing mortgage, and such person 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.

C. B. Hosford

Notary Public, Douglas County, Kansas.

(SEAL) Term expires, June 26 1939.

Recorded May 10, 1938 at 9:30 A.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 5987

Reg. No. 1464 ✓  
Fee Paid \$2.50

## MORTGAGE EXTENSION AGREEMENT

WHEREAS, on the 10th day of May, 1935, Elizabeth Shaft Erwin and Leslie E. Erwin, her husband, executed and delivered a certain mortgage to Peoples State Bank, Lawrence, Kansas, which said mortgage was recorded in book 80, page 69 of the mortgage records of Douglas county, State of Kansas, to secure the payment of a note dated May 10, 1935, due May 10, 1938, in the principal sum of \$1,000.00, with interest at the rate of 6 per cent., payable semi-annually on the 10th days of May and November; and

WHEREAS, the undersigned, Elizabeth Shaft Erwin and Leslie E. Erwin, her husband 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 \$1,000.00 represented by the above described note and mortgage; and

WHEREAS, Peoples State Bank 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 10th day of May, 1941, together with interest thereon at the rate of 6 per cent. per annum, payable semi-annually on the 10th days of May and November in each calendar year; principal and interest to be payable at Peoples State Bank 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 11th day of May, 1938.

Elizabeth Shaft Erwin  
Leslie E. Erwin

STATE OF Kansas, Douglas COUNTY, SS.

BE IT REMEMBERED, That on this 11th day of May, A.D. 1938, before me, the undersigned, a notary public in and for the County and State aforesaid, came Elizabeth Shaft Erwin & Leslie E. Erwin, her husband 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 seal, the day and year last above written.

T. J. Sweeney Jr.  
Notary Public.

(SEAL) My commission expires March 22, 1942

Recorded May 11, 1938 at 3:55 P.M.

*Harold A. Beck* Register of Deeds.