

MORTGAGE

THIS INDENTURE, Made this 6th day of May in the year of our Lord one thousand nine hundred and thirty three between Monroe Myers and Lula Myers, his wife of Lawrence in the County of Douglas, and State of Kansas, of the first part, and Geo. R. Melvin of the second part; WITNESSETH, That the said party of the first part, in consideration of the sum of Three hundred and Fifty & no/100 - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do 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:

Commencing at the Southwest corner of the Southeast Quarter of Addition Six (6), North Lawrence; Thence East Eight (8) Rods; thence North Twenty (20) Rods; thence West Eight (8) Rods; thence South Twenty (20) Rods to place of beginning, in that part of the City of Lawrence, formerly known as North Lawrence, Douglas county, Kansas.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part do 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 inalienable estate of inheritance therein, free and clear of all incumbrances. THIS GRANT is intended as a MORTGAGE to secure the payment of the sum of Three hundred and Fifty & no/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said first parties to the said party of the second part.

And this conveyance shall be void if such payment be made as is therein specified. But if default be made in such payment, or any part thereof, or the taxes, then this conveyance shall become absolute, and the whole shall be due and payable and it shall be lawful for said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sale, to retain the amount then due for principal, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties, heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Monroe Myers  
Lula Myers

STATE OF KANSAS, )  
County of Douglas ) ss.

BE IT REMEMBERED, That on this 6th day of May A.D. 1933 before me, in and for said County and State, came Monroe Myers and Lula Myers his wife to me personally known to be the same persons 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

R. E. Melvin  
Notary Public.

(SEAL) My Com. Exp. April 5-1934

Recorded June 6, 1936 at 11:40 A.M.

*Norris A. Beck* Register of Deeds.

Reg. No. 1493 ✓

Fee Paid \$0.50

Receiving No. 6094 ✓

MORTGAGE EXTENSION AGREEMENT

WHEREAS, on the 7th day of June, 1933, Charles F. Hale and Rose M. Hale, his wife, executed and delivered a certain mortgage to Peoples State Bank Lawrence, Kansas, which said mortgage is recorded in Douglas county, State of Kansas, to secure the payment of a note dated June 7, 1933, due June 7, 1935, in the principal sum of \$500.00, with interest at the rate of 7 per cent., payable semi-annually on the seventh days of June and December; and

WHEREAS, the undersigned, Rose M. Hale, a widow, hereby covenant that she is the present legal owner 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 \$250.00, represented by the above described note and mortgage; and

WHEREAS THE 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 7th day of June, 1943, together with interest thereon at the rate of 7 per cent. per annum, payable semi-annually on the 7th days of June and December 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 Fifty Dollars (\$50.00) or multiples thereof at any interest-paying time.

IN WITNESS WHEREOF, the undersigned has affixed her signatures, this 6th day of June, 1936.

Rose M. Hale

STATE OF KANSAS, Douglas COUNTY, SS.

BE IT REMEMBERED, That on this 6th day of June, A.D. 1936, before me, the undersigned, a notary public in and for the county and State aforesaid, came Rose M. Hale, a widow who is personally known to