

DOUGLAS COUNTY

scribed and mortgaged, with power to enter upon, cultivate and operate said premises and collect the rents, issues and profits therefrom, with the usual powers of receivers in such cases. PROVIDED ALWAYS that whenever said Party of the First Part shall have fully paid the indebtedness hereby secured, with all the interest thereon, and shall have well and truly performed all and singular the covenants and agreements hereinabove expressed, then all such covenants and agreements shall cease and determine, but not otherwise, and said Party of the First Part shall be entitled to a satisfaction of mortgage.

IN WITNESS WHEREOF, the said Party of the First Part have hereunto set their hands the day and year first above written.

Signed and Delivered in the Presence of:
W. C. McGrew
Arthur S. Peck

Otto H. Dreher
Agnes Dreher

STATE OF KANSAS)
COUNTY OF Douglas) ss:

BE IT REMEMBERED that on this 24th day of June 1938, before me, the undersigned Notary Public within and for said County and State, personally came OTTO H. DREHER and AGNES DREHER, 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 set my hand and affixed my official seal the day and year last above written.

(SEAL) My commission expires Oct. 3rd. 1940

Arthur S. Peck
Notary Public

Recorded July 7, 1938 at 8:50 A. M.

Harold A. Beck

Register of Deeds.

Reg. No. 1540

Fee Paid \$6.25

Receiving No. 6274 ✓

AGREEMENT FOR EXTENSION OF LOAN NO. (B 2477 - 44772)

WHEREAS, there remains unpaid on a certain note executed by Winifred Bidingier and O.A. Bidingier, her husband to The Central Trust Co., and by it endorsed to The Penn Mutual Life Insurance Company of Philadelphia, secured by a mortgage upon real estate in Douglas County, State of Kansas dated February 3, 1926 and recorded in said County on February 13, 1926 in Volume 70 of . . . Page 1 assigned to The Penn Mutual Insurance Company on March 3, 1926 Recorded March 4, 1926 in Book 67 Page 308, in the sum of TWENTY-FIVE HUNDRED DOLLARS TWENTY-FOUR HUNDRED SIXTY Dollars, with interest from February 1, 1938 . . . 1939 and,

WHEREAS, title to the above mentioned real estate is now vested in Jake Bidingier and Margaret Bidingier subject to said mortgage; and,

WHEREAS, the Insurance Company has been requested to make said note payable as hereinafter agreed, which it has consented to do in consideration of the payments to be made as herein provided:-

NOW THEREFORE, the Insurance Company hereby extends the time of payment of said note so that it shall be due and payable as hereinafter provided, and Jake Bidingier and Margaret Bidingier, his wife hereby agree, jointly and severally, to pay the principal sum remaining due, as aforesaid, as follows:

\$50.00 due February 1, 1939 \$50.00 due February 1, 1941
\$50.00 due February 1, 1940 \$50.00 due February 1, 1942 \$2280.00 due February 1, 1943

with interest thereon from February 1 1938 until said principal shall be fully paid, at the rate of 4 1/2 per cent. per annum, payable semi-annually, and after maturity with interest as set forth in said note.

And the parties to this agreement hereby consent to the above extension and agree that said mortgage shall continue a first lien upon said premises, and that if there is default in payment of any installment of principal or interest, or any part thereof, or taxes, or any other lienable charges, when they shall become due, as herein set forth, or otherwise, then the total mortgage indebtedness shall, at the option of the holder of said mortgage, become immediately due and payable, and that the said note and mortgage and all their covenants and conditions shall remain in force except as herein modified.

IT IS AGREED, FURTHERMORE, that the Statute of Limitations shall not begin to run against the note or said mortgage before the end of said extended period.

IN TESTIMONY WHEREOF, the said Jake Bidingier and Margaret Bidingier, his wife have hereunto set their hands and seals and The Penn Mutual Life Insurance Company has caused these presents to be executed in its corporate name by its Assistant to the President, and its corporate seal to be hereunto affixed this 23rd day of May 1938

At the end of one year or at any interest paying date thereafter, mortgagor has the option to pay on the principal of this note \$100 or any multiple thereof.

EXECUTED IN DUPLICATE

Signed, Sealed and Delivered in Presence of:

E. Lornard)
F. X. Proberting)
F. R. Heft)

(CORP. SEAL)

COMMONWEALTH OF PENNSYLVANIA)
City and County of Philadelphia) s.s.

Jake Bidingier
Margaret Bidingier
THE PENN MUTUAL LIFE INSURANCE COMPANY
By George S. Moffett
Assistant to the President
Attest Sydney A. Smith
Secretary

On this 1st day of June A.D. 1938, before me W. A. Peffle a Notary Public within and for the City and County of Philadelphia and Commonwealth of Pennsylvania personally appeared George S. Moffett and Sydney A. Smith to me personally known, who being by me duly affirmed, did say that they are respectively the Assistant to the President and Secretary of The Penn Mutual Life Insurance Company, a corporation of the State of Pennsylvania having its principal office in the City of Philadelphia, Pennsylvania, a party to the foregoing Extension Agreement; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said Company by authority of the Board of Trustees and the said George S. Moffett and Sydney A. Smith acknowledged the execution of said instrument to be the voluntary act and deed of said The Penn Mutual Life Insurance Company, by it voluntarily executed.

(SEAL)

W. A. Peffle
Notary Public in and for the City and County of Philadelphia and Commonwealth of Pennsylvania.
NOTARY PUBLIC
My Commission expires March 2, 1939