

## MORTGAGE RECORD 83

Receiving No. 6556

## ASSIGNMENT

WHEREAS, the undersigned, E. C. Rhoden, is the owner and holder of a certain mortgage, dated October 30, 1926, executed by Clair K. Patee, mortgagor, a single man, to Sol Marks, mortgagee, said mortgage having been filed for record in the Register of Deeds' office of Douglas County, Kansas, in Book 69 of Mortgages at Page 470; said mortgage together with the Ten Thousand (\$10,000.00) Dollar Note therein described and mentioned, having been duly assigned to E. C. Rhoden by Sol Marks by assignment dated October 8, 1931, duly recorded in the Register of Deeds' office of Douglas County, Kansas, on October 9, 1933, in Volume 77 at Page 355.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other value received, I, E. C. Rhoden, do hereby assign, transfer and set over unto R-W-C Corporation, the said mortgage hereinbefore described as recorded in Book 69 of Mortgages at Page 470, in the Register of Deeds' office of Douglas County, Kansas, together with all and singular the premises therein described and the note and obligation therein mentioned and the moneys due and to become due thereon with the interest described therein.

I further authorize the Register of Deeds to show upon the margin of the mortgage, as duly recorded in the office of the Register of Deeds of Douglas County, Kansas, the assignment of said mortgage to the said R-W-C Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16 day of August, 1933 and further certify that I am a resident of the state of Missouri and that my postoffice address is 1235 West 64th St, Kansas City, Missouri.

E. C. Rhoden

STATE OF MISSOURI )  
COUNTY OF JACOBSON ) SS.

BE IT REMEMBERED that on this 16th day of August, 1933, before me, the undersigned, a notary public in and for said county and state, came E. C. RHOZEN, the assignee, of the mortgages described in the mortgage recorded in Book 69 of Mortgages at Page 470, in the Register of Deeds' office of Douglas County, Kansas, to me known to be the same person who executed the foregoing assignment of mortgage and such person duly acknowledged the execution of said assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

J. Gross  
Notary Public

(SEAL) My commission expires Aug. 18, 1941

Recorded August 20, 1933 at 1:45 P.M.

*Harold A. Beck* Register of Deeds.

## MORTGAGE EXTENSION AGREEMENT

Receiving No. 6558

Re- 1594  
Fee Paid \$1.25

WHEREAS, on the 19th day of August, 1933, Clyde Burns and Edwina Burns, husband and wife executed and delivered a certain mortgage to Peoples State Bank, Lawrence, Kansas, which said mortgage was recorded in book 60, page 123 of the mortgage records of Douglas county, State of Kansas, to secure the payment of a note dated Aug. 19, 1933, due August 19, 1935, in the principle sum of \$1,000.00, with interest at the rate of 6 per cent., payable semi-annually on the nineteenth days of February and August; and

WHEREAS, the undersigned, Clyde Burns and Edwina Burns, husband and wife, 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 \$500.00, 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 19th day of August, 1935, together with interest thereon at the rate of 6 per cent. per annum, payable semi-annually on the 19th days of February and August 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 23 day of August, 1933.

Clyde Burns  
Edwina Burns.

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 23 day of August, A.D. 1933, before me, the undersigned, a notary public in and for the County and State aforesaid, came Clyde Burns and Edwina Burns, husband & wife 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 August 24, 1933 at 10:45 A.M.

*Harold A. Beck* Register of Deeds.