

# MORTGAGE RECORD 83

471

IN WITNESS WHEREOF the said Register of Deeds of Montgomery County, State of Kansas, has hereunto set his hand and affixed the seal of this office at Independence, Kansas, this 9 day of Sept 1936.

(OFFICIAL SEAL)

Virgil E. Davis  
Register of Deeds Montgomery County.

Recorded September 26, 1936 at 10:00 A.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 6742 ✓

S.L.A. #2596

Reg. No. 1642 ✓  
Fee Paid \$4.50

## MORTGAGE EXTENSION AGREEMENT

WHEREAS, on the 20th day of June, 1932 Mary M. Bell and John H. Bell, her husband executed and delivered a certain mortgage to THE FRATERNAL AID UNION, which said mortgage was recorded in book 72, page 540 of the mortgage records of Douglas county, State of Kansas, to secure the payment of a note dated June 20, 1932, due June 20th, 1935, in the principal sum of \$2,000.00, with interest at the rate six per cent., payable semi-annually on the 20th days of June and December; and

WHEREAS, the undersigned, Mary M. Bell, a widow 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 \$1,850.00 represented by the note and mortgage, and

WHEREAS, THE STANDARD LIFE ASSOCIATION 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 20th day of June, 1943, together with interest thereon at the rate of 5 per cent. per annum, payable semi-annually on the 20th days of June and December in each calendar year; principal and interest to be payable at 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 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 14th day of September, 1936.

Mary M. Bell

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 27th day of September, A.D. 1936, before me, the undersigned, a notary public in and for the County and State aforesaid, came Mary M. Bell who 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 notarial seal, the day and year last above written.

S. A. Wood  
Notary Public.

(SEAL) My Commission expires April 10, 1941.

Recorded September 30, 1936 at 3:30 P.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 6757 ✓

Reg. No. 1644 ✓  
Fee Paid \$2.50

## COUPON MORTGAGE

THIS INDENTURE, Made this 3rd day of October in the year of our Lord one thousand nine hundred Thirty-eight between August Wartzack and Katherine Wartzack, his wife of Tonganoxie, in the County of Leavenworth and State of Kansas, of the first part, and Nettie E. Cook of the second part:

WITNESSETH, That the said parties of the first part in consideration of the sum of One Thousand and 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, her 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:

"The north one-half of the South One Half of the Northwest Quarter of Section Sixteen (16), and the North One Half of the South One Half of the Northeast Quarter of Section Seventeen (17) all in Township Fifteen (15) Range Twenty (20), Douglas County, Kansas."

with the appurtenance, and all the estate, title and interest of the said parties 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 indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of One Thousand Dollars and no/100 DOLLARS, according to the terms of a certain promissory note this