

## MORTGAGE RECORD 83

Receiving No. 6830 ✓

Reg. No. 1655  
Fee Paid \$1.00AGREEMENT FOR EXTENSION OF MORTGAGE

Richland, Kansas, October 18th, 1938

The undersigned hereby covenants that they are the legal owners of the premises conveyed to The Richland State Bank, Richland, Kas by a Mortgage, dated October 16, 1935 made by Add Scheer and Anna Belle Scheer his wife, and duly recorded in Book 59, on page 250 in Douglas County, Kansas, to The Richland State Bank, which Mortgage was given to secure the payment of a note or bond for the sum of \$1000.00, payable October 16th, 1938 to The Richland State Bank, Richland, Kansas or order, upon which note or bond there remains unpaid the sum of \$400.00, of principal money; and in consideration of the extension of the time for the payment thereof for the term of three years from maturity, hereby agrees to assume said indebtedness and to pay interest upon said principal sum, from the day whereon the same, by the terms of said note or bond, becomes due, at the rate of 6 per cent. per annum, payable semi-annually, for and during said term of extension, both principal and interest to be paid, when due, at The Richland State Bank, Richland, Kans.; and in case of default in payment of any of said extension coupons, or in case of non-payment of taxes or breach of any of the covenants contained in said mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable.

Add Scheer  
Anna Belle ScheerSTATE OF KANSAS  
SEAWAYE COUNTY, ss.

BE IT REMEMBERED, That on this 18th day of October, 1938 A.D. 19....., before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Add Scheer and Anna Belle Scheer 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.

A. E. Reynolds Notary Public.

(SEAL) (Commission expires Jan 17th 1942)

Recorded October 21, 1938 at 3:00 P.M.

*Nash D. Beck* Register of Deeds

Receiving No. 6855 &lt;

Reg. No. 1670 <  
Fee Paid \$5.00MORTGAGE

THIS INDENTURE, Made this twenty-fourth day of October, 1938, by and between Carl F. Lotz and Rose E. Lotz, his wife, of Eudora, Kansas, Mortgagee, and The First National Bank of Lawrence, Lawrence, Kansas, a Corporation organized and existing under the laws of The State of Kansas, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Two thousand and no/100 -- Dollars (\$2000.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Lots Nos. 17, 16, 19, 20, Block 145, City of Eudora, Douglas County, Kansas.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures, or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagee of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagee covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Two thousand and no/100 Dollars (\$2000.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of five per centum (5%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The First National Bank of Lawrence, in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty-one and 22/100 Dollars (\$21.22), commencing on the first day of January, 1939, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 1948.

The Mortgagee covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Grantee upon its obligation to the Federal Housing Administrator on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee until the said note is fully paid, the following sums: