

AGREEMENT FOR EXTENSION OF FARM LOAN NO. 114696

WHEREAS, ELLA HARDTARFER and CHARLES F. HARDTARFER, her husband executed and delivered to The Prudential Insurance Company of America, a certain note secured by a mortgage upon real property situated in Douglas County, Kansas, dated December 4, 1923, which said mortgage was recorded in said County on December 11, 1923, in Volume 65 of Mortgages, on page 60, and

WHEREAS, the said note has matured, or will mature on December 12, 1938, either in accordance with its terms or by virtue of the terms of a previous extension, and

WHEREAS, title to the mortgaged premises is now vested in JOHN ELM and IVA ELM, his wife subject to said mortgage, and

WHEREAS, the said Insurance Company has been requested to extend the time of payment of the indebtedness represented by the aforesaid note upon the terms hereinafter set forth, which it has agreed to do in consideration of the agreement herein contained on the part of the signers hereof, provided the said mortgage loan is not in default in any respect as of the aforesaid date of maturity, and provided that the principal amount remaining unpaid on that date shall be no greater than the sum of THREE THOUSAND NINE HUNDRED & No/100 - DOLLARS; which provisions shall be conditions of this agreement,

NOW, THEREFORE, the aforesaid present owner or owners hereby promise and agree to pay the said principal sum of THREE THOUSAND NINE HUNDRED & No/100 - DOLLARS as follows: \$50.00 due and payable on December 12th, 1939 and \$50.00 due and payable on December 12th of each year thereafter up to and including December 12th, 1944 and the balance of \$3,600.00 due and payable on December 12th 1945 with interest thereon from December 12th, 1938, to December 12th, 1945, or until default, at the rate of four and one half per cent. (4 1/2%) per annum, payable semi-annually; and with interest after maturity or after default in the payment of principal or interest, as set forth in said note, if such interest rate after default or after maturity be lawful under present statutes; but if not, then at the maximum rate permissible under such statutes.

PREPAYMENT PRIVILEGE: Privilege is given to make additional payments on the principal of this indebtedness in the sums of \$100. or multiples thereof on any date when interest becomes due and payable.

And the owner will keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgagee in insurance companies and in amount satisfactory to the Mortgagee, and the policies shall contain all proper clauses for the protection of the Mortgagee. If the owner shall fail to perform the above agreement the Mortgagee may declare the Mortgage in default with the same appropriate penalties as recited in the Mortgage for other defaults, and may effect said insurance and all money paid therefor with interest at the penalty rate recited in said Mortgage shall be secured by and collectible under said Mortgage.

And the parties who execute this agreement hereby agree that said mortgage shall continue a first lien upon the premises described therein, and further agree to perform each and every of the terms, covenants, conditions and agreements in said note and mortgage as herein modified.

IN WITNESS WHEREOF, the said JOHN ELM and IVA ELM, his wife have hereunto set their hands and seals this 10th day of October. 1938.

John H. Elm
Iva Elm

STATE OF KANSAS)
COUNTY OF Douglas) ss.:

Be it remembered, that on this 14th day of October A.D. 1938 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN ELM and IVA ELM, his wife who are personally known to me to be the same persons who executed the within and foregoing instrument, and such persons duly acknowledged the execution of the same.

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

(SEAL) Term expires: April 25 - 1939

W. A. Schaaf
Notary Public, Douglas County, Kansas

Recorded December 21, 1938 at 10:00 A.M.

North A. Red Register of Deeds.

Receiving No. 7070 <

Reg. No. 1725 <
Fee Paid \$5.50

KANSAS REAL ESTATE FIRST MORTGAGE

THIS INDENTURE, Made October 1, 1938 by and between John H. Craig, and Margaret E. Craig, his wife, and, Daniel M. Shotwell and Millie J. Shotwell, his wife, of the County of Douglas, State of Kansas, parties of the first part, and BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, a corporation existing under and by virtue of the laws of Nebraska, party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Twenty-two Hundred (\$2,200.00) DOLLARS, loaned by the said party of the second part, the receipt of which is hereby acknowledged by said parties of the first part, do hereby SELL AND CONVEY unto the said party of the second part, its successors and assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to-wit: The East 86 1/2 acres of the Northwest quarter of Section Twenty (20) in Township Fourteen (14) South, Range Twenty (20) East of the Sixth Principal Meridian, containing in all 86 1/2 acres, according to Government Survey.

TO HAVE AND TO HOLD said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors and assigns, forever. The said parties of the first part covenant with the party of the second part that said parties of the first part are lawfully seized in fee simple of said premises; that said parties of the first part have no other liens, mortgages, or encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and home-stead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following conditions:

FIRST, That said parties of the first part shall pay to the party of the second part, its successors or assigns,

One Hundred	(\$100.00)	Due October 1, 1939,
One Hundred	(\$100.00)	Due October 1, 1940,
One Hundred	(\$100.00)	Due October 1, 1941,
One Hundred	(\$100.00)	Due October 1, 1942,
Eighteen Hundred	(\$1,800.00)	Due October 1, 1943,

with interest thereon, payable semi-annually from October 1, 1938 according to the terms of five pro-

See my file for value