

MORTGAGE RECORD 85

CORPORATION ACKNOWLEDGMENT

State of Kansas, County of Douglas, ss:

On this thirtieth day of August, 1939, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared P.C. Whipple, Vice President, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

E.B. Martin
Notary Public

(SEAL) My commission expires Sept. 17, 1941

Recorded September 2, 1939 at 9:15 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 8560

EXTENSION AGREEMENT

Reg. No. 2019
Fee Paid \$3.00

Lawrence, Kansas, September 1, 1939

The undersigned hereby covenant that he is the local owner of the premises conveyed to The First Savings Bank, Lawrence, Kansas by a Mortgage, dated September 1, 1936 made by Louis C. Barer, a single man, and duly recorded in Douglas County, Kansas, Book 60, on page 336, to which Mortgage was given to secure the payment of a note or bond for the sum of \$1500.00, payable September 1, 1939, to The First Savings Bank, Lawrence, Kansas, or order, upon which note or bond there remains unpaid the sum of \$1200.00, of principal money; and in consideration of the extension of the time for the payment thereof for the term of three years from September 1, 1939 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 six per cent per annum, payable semi-annually, for and during said term of extension, according to the tenor and effect of the extension coupons hereto attached; both principal and interest to be paid, when due, at the The First National Bank of Lawrence, Lawrence, Kansas; 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 local holder or holders of said principal note to declare said principal sum immediately due and payable.

The undersigned agrees to make the following payments on said principal sum:

\$50.00 on March 1, 1940	\$50.00 on Sept. 1, 1941
\$50.00 on Sept. 1, 1940	\$50.00 on March 1, 1942
\$50.00 on March 1, 1941	\$50.00 on Sept. 1, 1942

Louis C. Barer

Recorded September 2, 1939 at 1:20 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 8562

MORTGAGE

Reg. No. 2020
Fee Paid \$50.00

THIS MORTGAGE, Made this 16th day of August in the year of Our Lord One Thousand Nine Hundred and Thirty-nine by and between The Chi Omega Fraternity, a corporation existing under the laws of the State of Kansas the County of Douglas and State of Kansas party of the first part, and Security National Bank of Kansas City party of the second part

WITNESSETH, That said party of the first part, for and in consideration of the sum of Twenty Thousand and no/100 Dollars to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part and to its heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The East One hundred twenty (120) feet of Lots nine (9) and ten (10) in University Heights, an addition adjacent to the City of Lawrence.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging unto the said party of the second part, and to its heirs and assigns forever; PROVIDED, ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said party of the first part has this day executed and delivered one certain promissory note in writing to the party of the second part, payable at The Security National Bank of Kansas City as follows, to-wit:

Kansas City, Kansas, August 16, 1939 No.

For value received, We promise to pay to the order of SECURITY NATIONAL BANK OF KANSAS CITY at its office in Kansas City, Kansas, Twenty Thousand and no/100 DOLLARS in payments as follows, namely, in successive annual installments of \$1,000.00 Dollars each exclusive of interest, beginning with the first installment July 1, 1940, and in addition thereto on January 1, 1940 an installment equal in amount to whatever of the principal would then remain unpaid if all of the preceding installments had been paid when due; together with interest from date at the rate of four and 1/2 per cent (4 1/2%) per annum payable semi-annually on Jan & July 1st with interest at the rate of ten per cent (10%) per annum on the principal of each unpaid installment after its maturity until paid.

If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once and bear interest at the rate of ten per cent per annum until paid. All makers and endorssors of this note waive protest, presentment and notice of non-payment.

The Chi Omega Fraternity
BY Frances F. Penchard
Vice-President
Thelma W. Phelps
Secretary

NOW, if the said The Chi Omega Fraternity shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of

This release was written by the undersigned and is subject to the provisions of the mortgage. The day of the month of the year 1939, at the City of Lawrence, Kansas, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared Louis C. Barer, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.