

MORTGAGE RECORD 85

It is further understood and agreed that this agreement shall not operate to modify the provisions of the note and mortgage and other loan instruments securing this loan, except as herein expressly provided, nor the rights and liabilities of the parties thereto or third parties liable for the payment thereof, and that the rights of all such parties with respect to each other and with respect to the note, mortgage and indebtedness are hereby expressly reserved.

It is also understood and agreed that in the event party of the first part shall fail to pay or cause to be paid when due any of the payments provided for herein or in said note, real estate mortgage or any agreement supplementary thereto, or shall fail to comply with each and all of the other covenants, conditions, and agreements contained herein, or in said note, real estate mortgage, or any agreement supplementary thereto, then and in any such case party of the second part, at its option and without notice to party of the first part, may declare all of said indebtedness immediately due and payable, in which event said indebtedness shall thenceforth bear interest at the rate of five per centum per annum, and the mortgage shall be subject to foreclosure; provided, however, that in the event party of the second part at any time declares all of said indebtedness immediately due and payable, it may, at its option, without notice thereof, subsequently annul said declaration and its consequences, but no such action shall extend to or affect any subsequent breach of all and singular the covenants, conditions, and agreements contained in said note, mortgage, or any agreement supplementary thereto, or impair any consequent right thereon.

WITNESS the signature of the party of the first part; and the signature of party of the second part by The Federal Land Bank of Wichita, Wichita, Kansas, a corporation, its agent and attorney-in-fact, signed by the duly authorized officers of said Bank, and its corporate seal hereon impressed, the day and year first above written.

Clifford H. Thiry

Evelyn L. Thiry

(Party of the First Part)

(CORPORATE SEAL)

FEDERAL FARM MORTGAGE CORPORATION, a corporation
(Party of the Second Part)

By THE FEDERAL LAND BANK OF WICHITA, Wichita,

Kansas, a corporation, its Agent and Attorney-in-Fact,

By F. D. Lucas

Vice-President

ATTEST: John W. Coleman

Assistant Secretary

STATE OF Kansas)
COUNTY OF Douglas)ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of December, 1939, personally appeared Clifford H. Thiry and Evelyn L. Thiry, his wife, to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

(SEAL) My commission Expires: 11/15/41,

C C Gerstenberger
Notary Public

STATE OF KANSAS)
COUNTY OF SELWICK)ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 7 day of December, 1939, personally appeared F. D. Lucas, to me personally known and known to me to be the identical person who, as Vice-President of said Bank, subscribed the names of The Federal Land Bank of Wichita, Wichita, Kansas, a corporation (as Agent and Attorney-in-Fact) and the Federal Farm Mortgage Corporation, a corporation, to the foregoing instrument, and he being by me duly sworn, did say that he is such officer and that the seal affixed to such instrument is the corporate seal of said Bank, and that the same was signed and sealed in behalf of said Bank, as agent and attorney-in-fact for the Federal Farm Mortgage Corporation (under and by virtue of that certain power of attorney which is recorded in Book 132 Deeds at Page 289 of the records of Douglas County, Kansas), and was signed in behalf of the Federal Farm Mortgage Corporation by said Bank, as agent and attorney-in-fact therefor, all by authority of the Board of Directors of said Bank, and he acknowledged to me that the foregoing instrument was executed by him as his free and voluntary act and deed and as the several free and voluntary acts and deeds of said Bank (as agent and attorney-in-fact) and the Federal Farm Mortgage Corporation, all for the uses and purposes set forth and specified therein.

WITNESS my hand and seal the day and year last above written.

(SEAL) My commission expires: April 1, 1942.

Lois Howard
Notary Public

Recorded December 29, 1939 at 4:40 P.M.

Register of Deeds

Reg. No. 2151

Receiving No. 9267

Fee Paid \$9.25

EXTENSION AGREEMENT

WHEREAS, on the 1st day of December, 1920, William R. Nichols and Stella M. Nichols, his wife, executed and delivered a certain mortgage to THE FRATERNAL AID UNION, a corporation, which said mortgage was recorded in book 57, page 116 of the mortgage records of Douglas county, State of Kansas, to secure the payment of a note dated Dec. 1st, 1920, due Dec. 1st, 1925, extended to Dec. 1st, 1932, in the principal sum of \$5,000.00, with interest at the rate of 6 1/2 per cent., payable semi-annually on the 1st days of June and December; and

WHEREAS, the undersigned, Stella M. Nichols, a widow, hereby covenant that she is the present legal owner 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 does hereby agree that there remains a balance due and unpaid on said indebtedness in the amount of \$3,750.00, represented by the above described 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 1st day of December, 1944, together with interest thereon at the rate of 5 per cent. per annum, payable semi-annually on the 1st 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.