

MORTGAGE RECORD 85

Receiving No. 9306 <

EXTENSION AGREEMENT

Reg. No. 2160 <

Fee Paid \$2.75

Lawrence, Kansas, January 4, 1940

The undersigned hereby covenant that they are the legal owners of the premises conveyed to The Merchants Loan and Savings Bank by a Mortgage, dated January 1, 1929 made by L.G. McClanara and Grace M. McClanara, his wife, and duly recorded in Douglas County, Kansas, Book 74, on page 456, to which Mortgage was given to secure the payment of a note or bond for the sum of \$1300.00, payable January 1 1934, to The Merchants Loan and Savings Bank or order, upon which note or bond there remains unpaid the sum of \$1140.00, of principal money; and in consideration of the extension of the time for the payment thereof for the term of three years from January 1, 1940 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, both principal and interest to be paid, when due, at 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 legal holder or holders of said principal note to declare said principal sum immediately due and payable. The undersigned agree to make the following payments on said principal sum:

\$60.00 July 1, 1940	\$ 60.00 Jan. 1, 1942	Lloyd Webster
60.00 Jan. 1, 1941	60.00 July 1, 1942	Imogene Webster
60.00 July 1, 1941	640.00 Jan. 1 1943	

Recorded January 10, 1940 at 11:00 A.M.

David [Signature] Register of Deeds

Receiving No. 9322 <

EXTENSION AGREEMENT

THIS AGREEMENT entered into between Lucy Benfrow and Louis Benfrow, wife and husband hereinafter referred to as OWNER, and Home Owners' Loan Corporation, a corporate instrumentality of the United States of America, with its principal office at Washington, D.C., hereinafter called the CORPORATION: WITNESSETH:

WHEREAS, the CORPORATION owns a certain note (or bond) secured by a certain mortgage (or other security instrument) recorded in the public Records of the County (or town) of Douglas, State of Kansas in Book 79 Page 50, or Document or File No., now covering the following described property:

Beginning 58½ feet West of the intersection of the North line of Henry Street and the West line of Illinois Street in the City of Lawrence, thence North 150 feet thence West 50½ feet, thence South 150 feet, thence East 58½ feet to beginning, in the northeast quarter of Section 36, Township 12, Range 10.

WHEREAS, under the terms of said note (or bond) and mortgage (or other security instrument) there remains unpaid as of the 15th day of December, 1939 the sum of Nine Hundred Seventy-nine and 42/100 Dollars (\$979.42), including principal, interest and advances; which amount OWNER owes to the CORPORATION but is unable to pay pursuant to provisions of said instruments;

PART ONE

OWNER hereby covenants and agrees that he is now the owner and holder of the premises upon which the aforesaid mortgage (or other security instrument) is a valid first lien to secure payment of OWNER'S indebtedness to the CORPORATION above set forth; and that there are no defenses, offsets or counterclaims to said note (or bond) or said mortgage (or other security instrument); and that OWNER is fully authorized to execute these presents as such.

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, it is mutually agreed as follows:

1. That the CORPORATION hereby extends the time for payment of said balance remaining unpaid as of such date; and that OWNER hereby agrees (a) to pay such amount with interest from said date at 5% per annum on the unpaid balance in monthly installments of \$6.05; the first of which shall become due and payable on the 15th day of January, 1940, and the remaining installments successively on the same day of each month thereafter until said principal sum together with interest thereon is fully paid; and (b) to perform all of the covenants and conditions of such note (or bond) and mortgage (or other security instrument).

2. All the rights and remedies provided in said note (or bond) and in said mortgage (or other security instrument) relating to default in the making of payments shall also apply to default in the making of the payments provided for in Part One hereof.

PART TWO

In consideration of the granting of the extension as provided in Part One hereof, the OWNER hereby further covenants and agrees:

1. To pay, at the times and in the manner in this paragraph specified, all taxes, assessments, ground rents if any, and other charges which may affect the title of said property or affect said mortgage (or other security instrument) as extended or the indebtedness thereby secured, together with the premiums and cost of renewal of any fire or other insurance held by the CORPORATION on said property or the purchase of such insurance thereon as the CORPORATION may from time to time require, and OWNER agrees that any failure to do so shall constitute a default under said mortgage (or other security instrument) as extended, upon the happening of which the CORPORATION may at its option exercise any or all of its rights and pursue any or all of its remedies provided in said mortgage (or other security instrument) as extended or arising by operation of law. The OWNER shall provide for the payment of said taxes, assessments, ground rents if any, insurance premiums and other charges by paying to the CORPORATION during the term of said mortgage (or other security instrument) as extended, in addition to all other payments to be made by the OWNER hereunder and at the several times at which the OWNER is obligated to make installment payment of principal and/or interest as provided in Part One hereof, additional payments at the rate of at least 1/12 per month of the annual aggregate of such taxes, assessments, ground rents if any, insurance premiums and other charges, as such annual aggregate is from time to time estimated by the CORPORATION. The CORPORATION may commingle with its general funds any moneys received or retained by it pursuant to the provisions of Part Two hereof and shall not be liable for the payment of any interest thereon, nor shall the CORPORATION incur any liability to the OWNER or any other party on account of such moneys, except to account for funds received and funds disbursed under the terms hereof. From and out of moneys received by the CORPORATION pursuant to the provisions of Part Two hereof, and/or from and out of any other moneys received by the CORPORATION from the OWNER or for the OWNER'S account, the CORPORATION may at any time pay the whole or any part of any such taxes, assessments, ground rents if any, insurance premiums and charges, whether any such item has or has not become due or overdue, together with any penalty, interest and charges thereon; or may retain, without liability for interest or otherwise except to account for funds received and funds disbursed, any of such moneys for payment of said items;