

## MORTGAGE RECORD 85

or the CORPORATION may at its sole option apply at any time any or all of such moneys to the payment of any indebtedness owing to it from the OWNER which is due or past due. If such moneys accumulated by the OWNER in the hands of the CORPORATION pursuant to the provisions of Part Two hereof are insufficient in amount to pay and discharge such taxes, assessments, ground rents if any, insurance premiums and other charges, together with any penalties, interest or charges thereon, when the same become due, payable, past due or delinquent, and if the OWNER fails to pay to the CORPORATION, without demand, the amount of such deficiency, then the CORPORATION at its sole option may at any time pay the whole or any part of any of such taxes, assessments, ground rents if any, insurance premiums, charges, penalties or interest from its own funds, and any such payment by the CORPORATION from its own funds shall constitute an advance for the account of OWNER and shall be secured by, and added to the principal sum already secured by, said mortgage (or other security instrument) as extended and shall be repaid by OWNER on demand. Such advance shall bear interest from the date thereof at the rate provided in Part One hereof and such interest shall become due and payable on the date on which OWNER is obligated to make an installment payment of principal and/or interest next succeeding the date of such advance and thereafter on each succeeding date on which OWNER is so obligated to make an installment payment of principal and/or interest until such advance and interest thereon have been paid in full. All payments of such taxes, assessments, ground rents if any, insurance premiums or other charges made by the CORPORATION hereunder may be in such amount as are shown by its own records, or by bills therefor issued by proper authority to be due, payable, past due or delinquent on account thereof or on the basis of any other information received by the CORPORATION. The OWNER shall promptly obtain, approve and deliver to the CORPORATION, upon the CORPORATION'S demand all bills for such taxes, assessments, ground rents if any, insurance premiums and charges. Upon full payment of all OWNER'S indebtedness to the CORPORATION, it shall refund to the OWNER, without interest, all unexpended and unapplied moneys then in its possession which were theretofore received or retained by the CORPORATION pursuant to the provisions of Part Two hereof, but none of said moneys received by the CORPORATION hereunder may be withdrawn so long as any indebtedness of OWNER to the CORPORATION remains unpaid.

2. To pay to the CORPORATION, upon demand, any and all costs (including title examination, attorney's fees and recording fees) incurred in connection with the granting of this extension and not paid by OWNER at the time of execution hereof. Such costs shall constitute advances for the account of OWNER and shall be secured by, and added to the principal sum already secured by, said mortgage (or other security instrument) as extended; and shall be repaid by OWNER with interest from the dates thereof at the rate provided in Part One hereof and such interest shall become due and payable on the date on which OWNER is obligated to make an installment payment of principal and/or interest next succeeding the date of each such advance and thereafter on each succeeding date on which OWNER is so obligated to make an installment payment of principal and/or interest until each such advance and interest thereon have been paid in full.

## PART THREE

None of the provisions of this instrument shall in any way impair or diminish any of the CORPORATION'S rights under or remedies on its note (or bond) and/or its mortgage (or other security instrument) as extended in Part One hereof, whether such rights or remedies arise thereunder or by operation of law. None of the OWNER'S obligations or liabilities under said note (or bond) and/or mortgage (or other security instrument) as extended shall be diminished or released by any provision hereof.

The CORPORATION expressly reserves all rights of recourse and otherwise against any property or any other persons in any way liable on OWNER'S indebtedness hereinabove set forth.

The provisions of this instrument shall bind, and inure to the benefit of, the parties hereto, the undersigned, their heirs, executors, administrators, successors and assigns. Wherever the context hereof so requires, the masculine shall include the feminine and the singular the plural.

WITNESS our hands and seals hereto this 6 day of January, 1940.

(CORP. SEAL)

Lucy Renfrow  
Louis Renfrow  
HOME OWNERS' LOAN CORPORATION  
By Bernard Norman  
Omaha Regional Treasurer

STATE OF KANSAS)  
COUNTY OF ss. (SEAL shows Douglas County)

BE IT REMEMBERED, That on this 11th day of January, A.D., Nineteen Hundred and Forty, before me, the undersigned, a Notary Public in and for said County and State, came Lucy Renfrow and Louis Renfrow, her husband who are personally known to me to be the identical persons described in, and who executed the foregoing instrument and duly acknowledged the execution of the same to be their voluntary act and deed.  
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My commission expires: 3-6-1942

Oscar J Lane  
Notary Public  
Douglas County Kansas

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) ss.

BE IT REMEMBERED, that on this 6 day of January, A.D. 1940, before me, the undersigned, a Notary Public in and for the County of Douglas and the State of Nebraska, came Bernard Norman, Omaha Regional Treasurer of the Home Owners' Loan Corporation, a Corporation duly organized and existing under and by virtue of an Act of the Congress of the United States, who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument of writing on behalf of said Corporation, and such person duly acknowledged the execution of the same to be his act and deed and the free act and deed of said Corporation.

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

(SEAL) My commission expires: 6-11-44

Verna Koub  
Notary Public  
Douglas County, Nebraska

Recorded January 12, 1940 at 10:56 A.M.

*Handwritten Signature* Register of Deeds

Receiving No. 6321 <

## EXTENSION AGREEMENT

THIS AGREEMENT entered into between William Oliver Nelson and Estelle Nelson husband and wife 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 81 Page 26, or Document or File No. now covering the following described property: