

MORTGAGE RECORD 85

From and out of any other moneys received by the CORPORATION, the CORPORATION may at any time pay the whole or any part of said items, or may retain any of such moneys for the paying of said items or the CORPORATION may at its sole option apply any or all of such money to the payment of any indebtedness owing from the OWNER which is due or past due. If the money so accumulated is insufficient to pay such taxes, assessments, tax bills, other charges and insurance premiums, together with penalties and interest thereon, when the same become payable, and if the OWNER fail to pay to the CORPORATION the amount of such deficiency, then the CORPORATION may pay the whole or any part of such items from its own funds and any such payment shall be an additional obligation owing from the OWNER to the CORPORATION hereunder and be secured by said mortgage (or deed of trust), as extended, shall be repaid by OWNER on demand, and such advance shall bear interest from the date thereof at the rate specified herein, and such interest shall become due and payable on the date on which OWNER is obligated to make an installment payment of interest or principal next succeeding the date of such advance, and on each succeeding date on which the OWNER is so obligated, until such advance and interest thereon have been paid in full. Upon full payment of all indebtedness under this agreement, the CORPORATION shall refund to the OWNER, without interest, all unexpended money in its possession received by the CORPORATION pursuant to the provisions of this paragraph, but none of the money received by the CORPORATION hereunder may be withdrawn so long as any indebtedness under this agreement remains unpaid. All payments of such taxes, assessments, tax bills, insurance premiums or other charges made by the CORPORATION hereunder may be in such amounts 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 further agrees to pay upon demand any and all costs, including title examination, attorney's fees, abstracting and recording fees, incurred in connection with the granting of this extension and such costs shall be secured by said mortgage (or deed of trust), as extended, and shall be repaid by the OWNER with interest at the rate herein prescribed. The interest on such advances shall be due and payable on each installment paying date after the advance until each such advance and interest has been paid in full.

It is hereby further agreed that all the rights and remedies, stipulations, provisions, conditions and covenants of said principal note and mortgage (or deed of trust), including those with respect to default and acceleration shall remain in full force and effect except as herein modified, and nothing herein contained shall be construed to impair the security or lien of the holder of said mortgage (or deed of trust) nor to affect nor impair any rights or power which it may have under said note and mortgage (or deed of trust) for nonpayment of payments contained therein or herein.

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.

WITNESS our hands and seals hereto this 10 day of January, 1940.

(CORP. SEAL)

F. P. Hornath
Garland J. Hornath
Helen Hornath
HOME OWNERS' LOAN CORPORATION
By Bernard Hornath
Regional Treasurer

STATE OF Kansas)
COUNTY OF Shawnee) ss.

BE IT REMEMBERED, That on this 20th day of January, A.D., Nineteen Hundred and Forty, before me, the undersigned, a Notary Public in and for said County and State, came Garland J. Hornath and Helen Hornath, his wife who are personally known to me to be the identical persons described in, and who executed the foregoing extension agreement, 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: July 17th 1942

James Talty
Notary Public
Kansas County Shawnee

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

BE IT REMEMBERED, that on this 10 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 Hornath, Omaha Regional Treasurer of the Home Owners' Loan Corporation, a Corporation duly organized and existing under and by virtue of an Act of Congress of the United States, who is personally known to me to be such officer and who is personally known to be 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: 8-11-44

Vera Kouba
Notary Public
Douglas County, Nebraska

STATE OF KANSAS)
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 26th day of January, A.D., Nineteen Hundred and Forty, before me, the undersigned, a Notary Public in and for said County and State, came F. P. Hornath, single, who is personally known to me to be the identical person described in, and who executed the foregoing extension agreement, and duly acknowledged the execution of the same to be his 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: March 2, 1942

Oscar J. Lane
Notary Public
Douglas County, Kansas

Recorded January 26, 1940 at 11:35 A.M.

Ward J. Reed Register of Deeds