

## MORTGAGE RECORD 85

actually collected by it or then, and that the lessees in any such leases shall account for such rents, royalties or benefits to the party of the first part or his assigns until notified by legal holder thereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage without notice.

**EIGHTH.** That if such payments be made as are herein specified, this conveyance shall be void; but if the note herein described, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any part, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second party, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

**NINTH.** The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

**IN WITNESS WHEREOF,** The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Lyle S. Powell  
Geraldine O. Powell

STATE OF KANSAS, Douglas County, ss.

**BE IT REMEMBERED,** That on this 26th day of January A.D. 1940 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lyle S. Powell and Geraldine O. Powell his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

M. B. Gill  
Notary Public.

(SEAL) (Commission expires September 21 1943)

Recorded January 27, 1940 at 11:45 A.M.

*Ward O. Beck* Register of Deeds

Receiving No. 8887 <

## EXTENSION

Reg. No. 2171 <  
Fee Paid \$3.50

**WHEREAS,** The Liberty Life Insurance Company, the owner of a certain mortgage note of SEVENTEEN HUNDRED and 00/100 Dollars (\$1700.00), given by Charles C. Edgar and Mabel M. Edgar, his wife to The Liberty Life Insurance Company, dated February 1, 1928, and secured by a mortgage recorded in Book 27 of Mortgages, at page 28, in the office of the Register of Deeds of Douglas County, has agreed to extend the time for payment of said note to February 1, 1940.

**NOW, THEREFORE,** in consideration of such extension, Charles C. Edgar and Mabel M. Edgar, his wife the present owner of the land covered by the above described mortgage deed, hereby agreed to pay the principal of said note in the amount of SEVENTEEN HUNDRED SIXTY and 00/100 Dollars (\$1600.00), being the amount remaining unpaid, and interest thereon at the rate of 6% per annum on the first days of February and August of each year, according to the tenor and effect of certain coupon notes hereto attached and of even date herewith, and to comply with and carry out all of the other terms and agreements of said note and mortgage deed. It is agreed that \$50.00 or any multiple thereof shall be paid on the principal sum of said note February 1, 1941 and annually thereafter. It is understood and agreed that the extension of time of payment of said principal note, and the payment of said coupon notes, are subject in all respects, except as to date of payment, to the terms, recitals and conditions of said mortgage note and the mortgage deed herein referred to.

Charles C. Edgar  
Mabel M. Edgar

## ACKNOWLEDGMENT

STATE OF Kansas }  
COUNTY OF Shawnee } ss.

**BE IT REMEMBERED,** That on this 26th day of January, A.D. 1940, appeared before me, a Notary Public in and for said County and State, Charles C. Edgar and Mabel M. Edgar, his wife to me personally known to be the same persons who executed the foregoing mortgage, and duly acknowledged the execution thereof.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My commission expires Jan 15th, 1941.

Eben Robinson  
Notary Public.

Recorded January 30, 1940 at 5:00 A.M.

*Ward O. Beck* Register of Deeds