

MORTGAGE RECORD 85

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pursuant to the provisions of this paragraph, but none of the money received by the CORPORATION hereunder may be withdrawn so long as any indebtedness under this agreement remains unpaid.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 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 nonfulfillment of agreements 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 30 day of January, 1940.

(CORP. SEAL)

Charles E. Fox
Versa R. Fox
HOME OWNERS' LOAN CORPORATION
By Bernard Norman
Omaha Regional Treasurer

STATE OF Kansas)
COUNTY OF Douglas) ss.

BE IT REMEMBERED, That on this 2nd day of February, A.D., Nineteen Hundred and Forty, before me, the undersigned, a Notary Public in and for said County and State, came Charles E. Fox and Versa R. Fox, 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: 3-9-1942

Oscar J. Lane
Notary Public
Douglas County Kansas

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

BE IT REMEMBERED, that on this 30 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 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: 5-11-44

Vera Kouba
Notary Public
Douglas County, Nebraska

Recorded February 3, 1940 at 10:45 A.M.

Handwritten Signature Register of Deeds

Reg. No. 2178 <

Fee Paid \$4.75

Receiving No. 9416 <

EXTENSION AGREEMENT

The undersigned hereby covenant that they are the legal owners of the premises conveyed to The First National Bank of Lawrence by a Mortgage, dated September 1, 1931 made by Caryl J. Dodds, single, and duly recorded in Douglas County, Kansas, Book 76, on page 365, to , which Mortgage was given to secure the payment of a note or bond for the sum of \$3000.00, payable September 1 1934, to The First National Bank of Lawrence or order, upon which note or bond there remains unpaid the sum of \$1900.00, of principal money; and in consideration of the extension of the time for the payment thereof for the term of three years from March 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 five 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 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.

Caryl J. Dodds
Mary J. Dodds

Recorded February 5, 1940 at 11:30 A.M.

Handwritten Signature Register of Deeds