

MORTGAGE RECORD 85

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

(CORPORATE SEAL)

J. S. St. Clair
Matie B. St. Clair
HOME OWNERS' LOAN CORPORATION
By Bernard Morman
Regional Treasurer

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss.

BE IT REMEMBERED, That on this 9th day of February, A.D., Nineteen Hundred and Forty, before me, the undersigned, a Notary Public in and for said County and State, came J. S. St. Clair and Matie B. St. Clair, 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: Dec 31, 1940

Pearl Enick
Notary Public
Douglas County Kansas

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 Morman, 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 Houba
Notary Public
Douglas County, Nebraska

Recorded February 12, 1940 at 1:00 P.M.

Handwritten Signature Register of Deeds

Receiving No. 9440 <

EXTENSION AGREEMENT

THIS AGREEMENT entered into between Grace E. Parker Reynolds and Charles E. Reynolds, husband and wife (it is understood that Charles E. Reynolds by the execution of this agreement does not obligate himself personally to pay the indebtedness recited in this agreement but obligates himself only to the extent of his interest in said property as husband of the owner) 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 secured by a certain mortgage (or deed of trust) recorded in the Public (Mortgage) Records of the County of Douglas, State of Kansas, in Book 81, page 19, and now covering the following described property:

Lot numbered one hundred eighty-seven (187) on Rhode Island Street in the City of Lawrence.

AND WHEREAS, under the terms of said note and mortgage (or deed of trust) there remains unpaid as of the 21 day of January, 1940, the sum of Twenty-two hundred nineteen and 26/100 dollars (\$2219.26), including principal, interest and advances; which amount OWNER owes to the CORPORATION but is unable to pay pursuant to provisions of said instruments;

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

That the CORPORATION hereby extends the time for payment of said balance remaining unpaid as of such date; and that OWNER hereby agrees to pay such amount with interest from said date at 5% per annum on the unpaid balance in monthly installments of \$14.79; the first of which shall become due and payable on the 21 day of February, 1940, and the remaining installments successively on the same day of each month thereafter, unless such day is the 31st day of the month and in such case on the last day of the month, until said principal sum together with interest thereon is fully paid.

In consideration of the granting of the extension as provided hereinabove, the OWNER hereby further covenants and agrees:

To pay all taxes and assessments, tax bills and other charges against the property so mortgaged together with the premium on all insurance now held or subsequently required by the CORPORATION and the OWNER agrees that the failure to provide for the payment of such taxes, assessments, tax bills, other charges and insurance premiums as hereinafter provided shall constitute a default under such mortgage (or deed of trust), as extended, upon the happening of which the CORPORATION at its option may exercise any or all of its rights provided in said mortgage (or deed of trust), or arising by operation of law. The OWNER shall provide for the payment of said taxes, assessments, tax bills, other charges and insurance premiums by paying to the CORPORATION during the term of said mortgage (or deed of trust) 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 the installment payments as provided above, additional payments at the rate of at least 1/12 per month of the annual aggregate of such taxes, assessments, tax bills, other charges and insurance premiums, 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 this paragraph and shall not be liable for the payment of any interest thereon, nor shall the CORPORATION incur any liability to OWNER on account of such moneys, except to account for funds received and disbursed under the terms hereof. From the moneys so received, and/or 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 add-

Referenced Book 81, Page 19