

MORTGAGE RECORD 85

STATE OF KANSAS,)
Douglas County,) ss.

Be it Remembered, That on this 20th day of March 1940 before me, Pauline Ulrich a Notary Public in and for said County and State, came Levin J. Mack and Jewel R. Mack, his wife to me personally known to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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 September 25 1943

Pauline Ulrich
Notary Public.

Recorded March 21, 1940 at 10:20 A.M.

Handwritten Signature Register of Deeds

Receiving No. 9650

EXTENSION AGREEMENT

THIS AGREEMENT entered into between Gus Ziesenis and Carrie Ziesenis, 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 secured by a certain mortgage (or other security instrument) recorded in the Public (Mortgage) Records of the County of Douglas, State of Kansas, in Book 61, page 49, and now covering the following described property:

Lots Four (4), Five (5), Six (6) Seven (7), Eight (8), Nine (9), Ten (10), Fifteen (15), Sixteen (16), Seventeen (17) in Block One Hundred Forty-eight (148) in the City of Eudora.

AND WHEREAS, under the terms of said note and mortgage (or other security instrument) there remains unpaid as of the 25 day of February, 1940, the sum of Sixteen Hundred Thirteen and 63/100 Dollars (\$1613.63), 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 promises 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 \$10.55; the first of which shall become due and payable on the 25 day of March 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/covenant and agrees:

To pay such taxes, assessments, tax bills, other charges and items as the CORPORATION may determine, together with the costs of renewal or purchase of fire or other insurance on said property as the CORPORATION may require, all of which are hereinafter designated as "items", and the OWNER agrees that the failure to provide for the payment of said items, at the times and in the manner in this paragraph specified, shall constitute a default under such mortgage (or other security instrument), 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 other security instrument), or arising by operation of law. The OWNER shall provide for the payment of said items by paying to the CORPORATION during the term of said mortgage (or other security instrument), 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 said items as such annual aggregate is from time to time estimated by the CORPORATION. The CORPORATION may combine 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 the OWNER, or any other party, 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 said items, 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 said items, together with any interest, penalties, or charges thereon, 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 other security instrument), as extended, and 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 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 and unapplied moneys 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 from OWNER to the CORPORATION remains unpaid. All payments of said items, together with all penalties, interest or charges thereon, 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 other security instrument), 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 other security instrument), 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 other security instrument), nor to affect nor impair any rights or power which it may have under said note and mortgage (or other security instrument) for nonfulfillment of agreements contained therein or herein.