

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 12 day of March, 1940

(CORP. SEAL)

Gus Ziesenis
Carrie Ziesenis
HOME OWNERS' LOAN CORPORATION
By Bernard Morman
Omaha Regional Treasurer

STATE OF KANSAS)
COUNTY OF Douglas) ss.

BE IT REMEMBERED, that on this 12 day of March, A.D., Nineteen Hundred and Forty, before me, the undersigned, a Notary Public in and for said County and State, came Gus Ziesenis and Carrie Ziesenis, 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: October 9th. 1940

R. C. Ogden
Notary Public
Douglas County Kansas

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

BE IT REMEMBERED, that on this 12 day of March, 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 Kouba
Notary Public
Douglas County, Nebraska

Recorded March 21, 1940 at 11:15 A.M.

Harold R. Bide Register of Deeds

Receiving No. 9681 <

EXTENSION AGREEMENT

THIS AGREEMENT entered into between Oliver M. Daniel and Mabel C. Daniel, 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 81, page 4, and now covering the following described property:

The south one-fourth ($\frac{1}{4}$) of Lot eighty-six (86) and the north half ($\frac{1}{2}$) of Lot eighty-eight (88), on Tennessee Street in the City of Lawrence.

AND WHEREAS, under the terms of said note and mortgage (or other security instrument) there remains unpaid as of the 20th day of February, 1940, the sum of one thousand four hundred thirteen and 50/100 Dollars (\$1413.50), 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 \$9.50; the first of which shall become due and payable on the 20th 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 further covenants 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 approximate 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 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

For Mortgage Release in Book 85-419