

MORTGAGE RECORD 85

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 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 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pursuant to the provisions of this paragraph, but none of the money received by the CORPORATION hereunder may be withdrawn so long as any indebtedness from OWNER to the CORPORATION remains unpaid.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 thereto 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.

The CORPORATION expressly reserves all rights or 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 5 day of March, 1940.

(CORP. SEAL)

Oliver M Daniel
Mabel C. Daniel
HOME OWNERS' LOAN CORPORATION
By Bernard Korman
Omaha Regional Treasurer

STATE OF Kansas)
COUNTY OF Douglas) ss.

BE IT REMEMBERED, that on this 9th day of March, A.D., Nineteen Hundred and Forty, before me, the undersigned, a Notary Public in and for said County and State, came Oliver M. Daniel and Mabel C. Daniel, 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: March 9, 1942

Oscar J Lane
Notary Public
Douglas County Kansas.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

BE IT REMEMBERED, that on this 5 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 Korman 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 11:20 A.M.

Handwritten Signature Register of Deeds

Receiving No. 9652

EXTENSION AGREEMENT

THIS AGREEMENT entered into between Frank Stutsman and Elvora Stutsman, 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 36, and now covering the following described property:

Lot Number Sixty-one (61) in Block Number Forty-one (41) in that part of the City of Lawrence, known as West Lawrence, Kansas.

AND WHEREAS, under the terms of said note and mortgage (or other security instrument) there remains unpaid as of the 28 day of February, 1940, the sum of Twenty Four Hundred Forty Seven and 25/100 Dollars (\$2447.25), 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 \$16.23; the first of which shall become due and payable on the 28 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 covenants and agrees:

To pay such taxes, assessments, tax bills, other charges and items as the CORPORATION may determine,