

MORTGAGE RECORD 85

officer and that the seal affixed to said instrument is the corporate seal of said corporation and that the same was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth and specified therein.

WITNESS my hand and official seal the day and year last above written.

Lois Howard
Notary Public

(SEAL) My commission expires: 4-1-42, 19__.

Recorded March 23, 1940 at 10:10 A.M.

Nard R. Beck Register of Deeds

Receiving No. 9664 <

EXTENSION AGREEMENT

Reg. No. 2218 <
Fee Paid \$7.50

WHEREAS, on the 27th day of April, 1927, Sarah C. Terrell of Eudora, Kansas, executed and delivered to THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY of Milwaukee, Wisconsin, a note in the sum of four thousand dollars secured by a mortgage of even date therewith upon certain real estate situated in Douglas County, Kansas, filed for record in said County on May 6, 1927, and recorded in Volume 67 of Mortgages, on page 690 and there remains unpaid of the principal of said note the sum of three thousand dollars with interest from October 27, 1939 and

WHEREAS, title to the mortgaged premises is now vested in Ralph C. Terrell, subject to said mortgage and

WHEREAS, said Insurance Company has been requested to extend the time of payment of said note and mortgage as hereinafter stated, which it has consented to do in consideration of the payments to be made as herein provided;

NOW THEREFORE, the said Ralph C. Terrell and Esther G. Terrell, individually and as husband and wife, and Sarah C. Terrell, jointly and severally agree to procure and deposit with said mortgagee policies of fire insurance to the amount of \$1500 and tornado insurance to the amount of \$1500 all in conformity with the provisions of said mortgage relating to insurance and hereby jointly and severally agree to pay the principal sum remaining unpaid as aforesaid in coin or currency which at the time or times of payment, is legal tender for public and private debts in the United States, as follows, viz.: Four hundred dollars thereof in four annual payments of \$100 each, payable respectively on October 27, 1940, 1941, 1942 and 1943, and the remaining \$2600 thereof on October 27, 1944, with the privilege, at any time before maturity, of making payments on principal, in sums of \$100 or multiples thereof, provided, however, that payments on principal, including required payments, if any, shall not, in any one year from October 27, 1939, or any anniversary thereof, exceed one-fifth of the principal sum herein extended; and said parties also agree to pay interest on the said sum of \$3500, or the unpaid balance thereof, from October 27, 1939 until maturity at the rate of four and one-half per cent per annum, payable semi-annually.

Any principal or interest not paid when due shall bear interest from the due date thereof until paid at the highest rate thereon that may now be lawfully contracted for in writing, but not to exceed seven per cent per annum.

And the parties hereto hereby agree that said note and mortgage shall continue a first lien upon said premises and shall remain in force, with all their covenants and conditions, except as herein modified.

All rights as to other persons heretofore liable on said indebtedness are hereby expressly reserved by said insurance Company.

IN WITNESS WHEREOF, the said Ralph C. Terrell and Esther G. Terrell, individually and as husband and wife, and Sarah C. Terrell, widow, each of whom executes this instrument without reliance upon the signature of any other party herein named, have hereunto set their hands this twenty-ninth day of February A.D., 1940.

In presence of
Frank R. Gray

Ralph C Terrell
Esther G Terrell
Sarah C Terrell

STATE OF KANSAS,) ss.
Douglas County,)

Be it remembered that on this 9th day of March A.D. 1940, before the undersigned Lorene Taylor a Notary Public, in and for the County and State aforesaid, duly commissioned and qualified, personally came Ralph C. Terrell and Esther G. Terrell, individually and as husband and wife, and Sarah C. Terrell, widow, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors; and such persons duly and severally acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written.

Lorene Taylor
Notary Public.

(SEAL) My commission expires 4-19-1943.

Recorded March 23, 1940 at 1:25 P.M.

Nard R. Beck Register of Deeds

Receiving No. 9666 <

EXTENSION AGREEMENT

THIS AGREEMENT entered into between Walter T. Hodson and Birdie Hodson, 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 79, page 169, and now covering the following described property;

Lot numbered twenty-eight (28) and the north twenty (20) feet of Lot thirty (30) on Ohio 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 19th day of February, 1940, the sum of one thousand two hundred forty-six and 71/100 Dollars (\$1246.71), 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: