

MORTGAGE RECORD 85

Receiving No. 9686 <

PARTIAL RELEASE OF MORTGAGE

The Security Benefit Association, a corporation, of Topeka, Shawnee County, Kansas, the owner and holder of a mortgage executed by Dick Williams, and Mary E. Williams, his wife, of date December 29, 1937, filed for record December 29, 1937, and recorded in volume 83 of mortgages at page 281, in the office of the Register of Deeds of Douglas County Kansas, does hereby quit claim and release from said mortgage the following described tract of land, to-wit:

Lots One Hundred Fifty-Nine (159) and One Hundred Sixty-One (161) on Kentucky Street,
City of Lawrence, Douglas County, Kansas.

This release is given on the express condition that it shall in no way affect the validity of the lien of the above named mortgage on the remainder of the land included in said mortgage, but shall be construed only as releasing from said mortgage the land above described. All the provisions of said mortgage and the note secured thereby shall remain in full force and effect as to all the land described therein, except the tract hereinabove specifically released.

IN WITNESS WHEREOF, the said corporation has caused this instrument to be signed by its National President and attested by its National Secretary, and its seal to be affixed at Topeka, Kansas, this 19th day of March A.D. 1940.

(CORP. SEAL)

THE SECURITY BENEFIT ASSOCIATION

By J. M. Kirkpatrick

National President

ATTEST:

J. V. Abrahams

National Secretary

STATE OF KANSAS

COUNTY OF SHAWNEE

) SS.

BE IT REMEMBERED, That on this 19th day of March, A.D. 1940 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. M. Kirkpatrick, National President of the Security Benefit Association, a corporation duly organized, incorporated and existing under and by virtue of the Laws of Kansas, and J. V. Abrahams, National Secretary of said corporation, who are personally known to me to be such officers of The Security Benefit Association, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation The Security Benefit Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above mentioned.

Harold M. Guillems

Notary Public.

(SEAL) My commission expires March 8, 1941

Recorded March 27, 1940 at 11:05 A.M.

Harold M. Guillems
Register of Deeds

Receiving No. 9688 <

EXTENSION AGREEMENT

THIS AGREEMENT entered into between Arthur A. Hill and Maude Hill 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 184, and now covering the following described property:

Lot Number Seventy-three (73) in Walnut Park, a subdivision of a portion of Addition Number Three (3) in the part of the City of Lawrence, Known formerly as North Lawrence, Kansas.

AND WHEREAS, under the terms of said note and mortgage (or other security instrument) there remains unpaid as of the 7 day of March, 1940, the sum of Nine hundred eighty-five and 24/100 Dollars (\$985.24), including principal, interest and advances; which amount OWNER owes to the CORPORATION but is unable to pay pursuant to provisions of said instrument;

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 \$6.71; the first of which shall become due and payable on the 7 day of April 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 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