

## MORTGAGE RECORD 85

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pursuant to the provisions of this paragraph, but none of the money received by the CORPORATION hereunder may be withdrawn so long as any indebtedness from OWNER to the CORPORATION remains unpaid.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

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 21 day of March, 1940.

(CORP. SEAL)

Arthur A. Hill  
Maude Hill  
HOME OWNERS' LOAN CORPORATION  
By E. Moran  
Omaha Regional Treasurer

STATE OF Kansas ) ss.  
COUNTY OF Douglas)

BE IT REMEMBERED, that on this 27th day of March, A.D., Nineteen Hundred and Forty, before me, the undersigned, a Notary Public in and for said County and State, came Arthur A. Hill and Maude Hill, 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: 3-9-1942

Oscar J. Lane  
Notary Public  
Douglas County Kansas.

STATE OF NEBRASKA ) ss.  
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 21 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 E. Moran 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 27, 1940 at 3:50 P.M.

*Wanda M. Best* Register of Deeds

Receiving No. 9669 <

#### EXTENSION AGREEMENT

THIS AGREEMENT entered into between Helen J. Hosford and C. B. Hosford, her husband 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 73, and now covering the following described property:

The south four hundred sixty-six (466) feet of the following described tract: The south four and one-half (4½) acres of the east nine (9) acres of the west nineteen (19) acres of the south one-half of the southeast quarter of section six (6), township thirteen (13), range twenty (20) east, in Douglas county, Kansas, also described by metes and bounds as beginning at a point on the south boundary line of the southeast quarter section six (6), township thirteen (13), range twenty (20), five (5) chains east of the southwest corner of said quarter section; thence east four (4) chains and fifty (50) links; thence north ten (10) chains; thence west four (4) chains and fifty (50) links; thence south ten (10) chains to the place of beginning, containing four and one-half (4½) acres more or less, in Douglas County.

AND WHEREAS, under the terms of said note and mortgage (or other security instrument) there remains unpaid as of the 6 day of March, 1940, the sum of Thirty-nine hundred nine and 14/100 Dollars (\$3909.14),