

MORTGAGE RECORD 85

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes or said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the part of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent. per annum from date of payment shall be a part of the debt secured and collectible under this mortgage, and the said party of the second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assign may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent. per annum.

As additional and collateral security for the payment of said note the parties of the first part hereby assign to said party of the second part, or assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that the said party of the second part, or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights or benefits to the parties of the first part, or assigns, until notified by legal holder hereof to account for and to pay over the same to such legal holder.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

In Witness Whereof, the said parties of the first part have hereto set their hands and seal on the day and year first above written.

William D Moore
Bertha Moore

State of Kansas,)
County of Shawnee) SS:*

Be it remembered, that on this 16th. day of April A.D. 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William D. Moore and Bertha Moore, his wife who are personally known to me to be the same persons who executed the foregoing mortgage, and such person duly 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 above written.

A. N. Alt
Notary Public, Shawnee County, Kansas.

(SEAL) Term expires Oct. 24th, 1940

Recorded April 17, 1940 at 11:15 A.M.

Ward A. Beck Register of Deeds

Receiving No. 9853 <

EXTENSION AGREEMENT

THIS AGREEMENT entered into between Frank Siebers and Catherine Siebers, his 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 60, and now covering the following described property:

Commencing at a point on the South side of Adams Street (now Fourteenth) in the City of Lawrence distant One hundred Eighty-seven and One-half (187½) feet West from the West line of Tennessee Street; thence running South One hundred (100) feet; thence West Sixty-two and One-half (62½) feet; thence North One Hundred (100) feet; thence East Sixty-two and One-half (62½) feet to the place of beginning, all in the Southwest Quarter (SE¼) of Section Thirty-one (31), Township Twelve (12), Range Twenty (20) 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 26 day of March, 1940, the sum of Thirty-two Hundred Fifty and 70/100 Dollars (\$3250.70), 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 \$21.20; the first of which shall become due and payable on the 26 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

The amount secured by this mortgage has been paid in full. And the same is hereby cancelled. This 20th day of April, 1940.
 The Siebers Mortgage & Investment Company, a Corporation
 (Corp Seal)

This instrument was written and recorded in the office of the Register of Deeds of Shawnee County, Kansas, on the 17th day of April, 1940.
 A. N. Alt
 Notary Public