

MORTGAGE RECORD 85

that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said S. W. Hurwitz acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on the day and year last above written.

(SEAL)

My commission will expire May 28th, 1941.

Ruth Christianson
Notary Public within and
for said County and State.

Recorded April 19, 1940 at 4:30 P. M.

Harold A. Beck

Register of Deeds

Reg.No.2249 <

Receiving No. 9862 <

AGREEMENT FOR EXTENSION OF FARM LOAN NO. 342519-3

Fee Paid \$11.75

Whereas, EMMETT F. BARRETT and MINNIE L. BARRETT, his wife executed and delivered to The Prudential Insurance Company of America, a certain note secured by a mortgage upon real property situated in Douglas County, Kansas, dated March 1 1935, which said mortgage was recorded in said County on March 28, 1935, in Volume 79 of Mortgages, on page 325, and

Whereas, the said note has matured, or will mature on March 1, 1940, either in accordance with its terms or by virtue of the terms of a previous extension, and

Whereas, title to the mortgaged premises is now vested in EMMETT F. BARRETT and MINNIE L. BARRETT, his wife subject to said mortgage, and

Whereas, the said Insurance Company has been requested to extend the time of payment of the indebtedness represented by the aforesaid note upon the terms hereinafter set forth, which it has agreed to do in consideration of the agreement herein contained on the part of the signers hereof, provided the said mortgage loan is not in default in any respect as of the aforesaid date of maturity, and provided that the principal amount remaining unpaid on that date shall be no greater than the sum of FOUR THOUSAND SEVEN HUNDRED & NO/100-DOLLARS-, which provisions shall be conditions of this agreement,

Now, Therefore, the aforesaid present owner or owners hereby promise and agree to pay the said principal sum of FOUR THOUSAND SEVEN HUNDRED & NO/100 -DOLLARS- as follows: \$100.00 due and payable on March 1, 1941 and \$100.00 due and payable on March 1st of each year thereafter up to and including March 1, 1944 and the balance of \$4,300.00 due and payable on March 1, 1945, with interest thereon from March 1, 1940, to March 1, 1945, or until default, at the rate of four and one half (4½) per cent per annum payable annually; and with interest after maturity or after default in the payment of principal or interest, as set forth in said note, if such interest rate after default or after maturity be lawful under present statutes; but if not, then at the maximum rate permissible under such statutes.

PREFPAYMENT PRIVILEGE: Privilege is given to make additional payments on the principal of this indebtedness in sums of \$100 or multiples thereof on any date when interest becomes due and payable; provided, however, that the amount so paid during any year ending at an anniversary of the date from which interest accrues hereunder, added to obligatory principal payments, if any, falling due within such one year period, shall not exceed one-fifth of the principal sum payable under the terms of this instrument.

IN FURTHER CONSIDERATION of the extension of the time of payment of the above indebtedness, the Owners do hereby assign unto the said Insurance Company all of the income from any oil or gas lease now or hereafter executed covering any portion of the mortgaged premises, and grant the Insurance Company, as Mortgagee, the right to collect said income and apply it on said indebtedness in any way it may deem advisable for its protection as Mortgagee.

And the owner will keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgagee in insurance companies and in amount satisfactory to the Mortgagee, and the policies shall contain all proper clauses for the protection of the Mortgagee. If the owner shall fail to perform the above agreement the Mortgagee may declare the Mortgage in default, with the same appropriate penalties as recited in the Mortgage for other defaults, and may offset said insurance and all money paid therefor with interest at the penalty rate recited in said Mortgage shall be secured by and collectible under said Mortgage.

And the parties who execute this agreement hereby agree that said mortgage shall continue a first lien upon the premises described therein, and further agree to perform each and every of the terms, covenants, conditions and agreements in said note and mortgage as herein modified.

In Witness Whereof, the said EMMETT F. BARRETT and MINNIE L. BARRETT, his wife, have hereunto set their hands and seals this 1st day of March, 1940

Witness:

EMMETT F. BARRETT (SEAL)
MINNIE L. BARRETT (SEAL)

STATE OF MISSOURI)
COUNTY OF JACKSON)SS.

Be it remembered, that on this 12th day of April A. D. 1940 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came EMMETT F. BARRETT and MINNIE L. BARRETT, his wife who are personally known to me to be the same persons who executed the within and foregoing instrument, and such persons 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.

(SEAL)

Term expires: Dec. 17, 1942

Sallie Brown
Notary Public,
Jackson County, Mo.

Recorded April 20, 1940 at 10:20 A. M.

Harold A. Beck

Register of Deeds

Reg.No.2250 <

Receiving No. 9875 <

M O R T G A G E

Fee Paid \$2.50

THIS INDENTURE, Made this 20th day of April in the year of our Lord one thousand nine hundred and Forty, between John Sturm Sr. a single man of, in the County of Douglas and State of Kansas party of the first part, and David Hey party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of \$1000.00 One Thousand Dollars, to him fully paid, the receipt of which is hereby acknowledged, has sold, and by these presents does GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows, to-wit:

West half The North East ¼ Section Thirty Three (33) Township Fourteen (14) Range Twenty one (21) with the appurtenances, and all the estate, title and interest of the said party of the first part herein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is