

## MORTGAGE RECORD 85

of the Mortgage, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisalment is hereby waived.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Paul E. Rogers  
Mary Frances Rogers

STATE OF KANSAS, )  
COUNTY OF DOUGLAS )ss:

BE IT REMEMBERED, that on this fourteenth day of May, 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Paul E. Rogers & Mary Frances Rogers, his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

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

E. B. Martin  
Notary Public

(SEAL) My Commission expires September 17, 1941.

Recorded May 14, 1940 at 2:15 P.M.

*Nardel A. Beck* Register of Deeds.

Receiving No. 10114 <

PARTIAL RELEASE OF MORTGAGE

State of Kansas, Douglas County, ss:

KNOW ALL MEN BY THESE PRESENTS, That I, The Lawrence Building and Loan Association of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated April 25, 1935, made and executed by Arthur B. Commons and Bertha Commons, his wife of the first part, to The Lawrence Building and Loan Association of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 80, page 61, on the 25th day of April A.D. 1935 is as to

That part of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Six (6), Township Thirteen (13) South of Range Twenty (20) described as follows: Beginning at a point 80 rods,  $1\frac{1}{2}$  feet South of the North line and 80 rods East of the West line of said Northeast  $\frac{1}{4}$ ; thence West 693 feet; thence South 289 feet for a point of beginning; thence East 126 feet; thence North 50 feet; thence West 126 feet; thence South 50 feet to point of beginning, all East of the Sixth Principal Meridian, in Douglas County, Kansas,

FULLY PAID, SATISFIED, RELEASED, DISCHARGED.

This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness our hands this 15th day of May A.D. 1940

The Lawrence Building and Loan Association  
George O. Foster  
President  
L. E. Eby  
Secretary

(CORP. SEAL)

STATE OF KANSAS, )  
Kansas County, )ss. (SEAL shows "Douglas County, Kans")

Be it Remembered, that on this 15th day of May A.D. 1940 before me, Clio V. Hamilton, a Notary Public in and for said County and State, came George O. Foster, president and L. E. Eby, secretary of The Lawrence Building and Loan Association to me personally known to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal of the day and year last above written.

(SEAL) My Commission Expires Sept. 8, 1943

Clio V. Hamilton  
Notary Public.

Recorded May 16, 1940 at 1:40 P.M.

*Nardel A. Beck* Register of Deeds

Receiving No. 10116 <

EXTENSION AGREEMENT

THIS AGREEMENT entered into between J. M. Hazard and Mable Hazard, 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 45, and now covering the following described property:

Lot No. one (1), less the west 85.5 feet thereof, also less the south 15 feet of said lot one (1) in Smith's subdivision of lots 16, 17, 18 and 19 in block 15, Babcock's Enlarged Addition to the city of Lawrence and of lots 12 and 13 of block (3) of Cranson's subdivision of block 15, Babcock's Enlarged Addition to the city of Lawrence.

AND WHEREAS, under the terms of said note and mortgage (or other security instrument) there remain unpaid as of the 28 day of April, 1940, the sum of Seventeen hundred thirty-two and 73/100 Dollars (\$1732.73), 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: