

## MORTGAGE RECORD 85

Receiving No. 10610 &lt;

AGREEMENT FOR EXTENSION OF PAID LOAN NO. 104611-6

Reg. No. 2319 < Whereas, EMIL SCHMIDT and ANNA SCHMIDT, 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 May 16, 1923, which said mortgage was recorded in said County on May 21, 1923, in Volume 64 of Mortgages, on page 209, and

Whereas, the said note has matured, or will mature on June 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 EMIL SCHMIDT and ANNA SCHMIDT, 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 SIX THOUSAND NINE HUNDRED FIFTY & 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 SIX THOUSAND NINE HUNDRED FIFTY & NO/100 DOLLARS as follows: \$100.00 due and payable on August 1, 1941 and \$100.00 due and payable on August 1st of each year thereafter up to and including August 1st, 1946 and the balance of \$6,360.00 due and payable on August 1, 1947 with interest thereon from June 1, 1940, to August 1, 1947, or until default, at the rate of five (5) per cent. per annum, payable semi-annually on February 1st and August 1st; 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.

PREPAYMENT 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 prior to five years from date, 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.

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 effect 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 EMIL SCHMIDT and ANNA SCHMIDT, his wife have hereunto set their hands and seals this 21st day of May, 1940.

Emil Schmidt  
Anna Schmidt

STATE OF KANSAS )  
COUNTY OF SHAWNEE)SS.

Be it remembered, that on this 27th day of May A. D. 1940 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came EMIL SCHMIDT and ANNA SCHMIDT, 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: July 6, 1942

Laura Morgan  
Notary Public,  
Shawnee County, Kansas

For value received and as an inducement to the PRUDENTIAL INSURANCE COMPANY OF AMERICA to extend the within mentioned loan, I hereby agree and guarantee to pay the same in accordance with the terms of the within Agreement. Dated at Topeka, Kansas, this 27th day of May, 1940.

WITNESSES

Adolph Kramer

Ernest Schmidt

Recorded June 17, 1940 at 9:30 A.M.

*Harold B. Beck* Register of Deeds  
*Bernard P. Fink* Dep.

Reg. No. 2321 Receiving No. 10618 <  
Fee Paid \$6.25 <

## MORTGAGE

THIS INDENTURE, Made this 13th day of June, 1940, by and between Wray Enders and his wife, Marguerite L. Enders of Lawrence, Kansas, Mortgagee, and The Douglas County Building and Loan Association, a corporation organized and existing under the laws of the State of Kansas, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Twenty Five Hundred and no/100 Dollars (\$2500.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of State of Kansas, to wit:

Lot No. Six (6) in Lindley Addition to the City of Lawrence, and the East 58 feet of Lot No. Seven (7) in Block Eight (8) Haskell Place an addition to the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered