

MORTGAGE RECORD 85

By R. H. Jones
Vice-President.

STATE OF KANSAS)
COUNTY OF SEDGWICK)ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of June, 1940, personally appeared R. H. Jones, to me personally known and known to me to be the identical person who, as Vice-President of said Bank, subscribed the names of The Federal Land Bank of Wichita, Kansas, a corporation (as Agent and Attorney-in-Fact), the Federal Farm Mortgage Corporation, a corporation, and the Land Bank Commissioner, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended, to the foregoing instrument; and he, being by me duly sworn, did say that he is such officer, and that the seal affixed to such instrument is the corporate seal of said Bank, and that the same was signed and sealed in behalf of said Bank, as Agent and Attorney-in-Fact for said Corporation and said Commissioner, and was signed in behalf of said Corporation and said Commissioner by said Bank, as Agent and Attorney-in-Fact therefor, all by authority of the Board of Directors of said Bank; and he acknowledged to me that the foregoing instrument was executed by him, as his free and voluntary act and deed and as the several free and voluntary acts and deeds of said Bank (as Agent and Attorney-in-Fact), said Corporation and said Commissioner, all for the uses and purposes set forth and specified therein.

WITNESS my hand and seal, the day and year last above written.

(SEAL) My Commission expires: November 23, 1940

Bethy Porter
Notary Public.

Recorded July 10, 1940 at 9:30 A.M.

Harold A. Beck Register of Deeds

Reg. No. 2333 <
Fee Paid \$10.00

Receiving No. 10443 <

MORTGAGE EXTENSION AGREEMENT

WHEREAS, on the 19th day of January, 1926, Zeta Tau Alpha Alumnae Association executed and delivered a certain mortgage to The Central Trust Company, of Topeka, Kansas, which said mortgage was recorded in book 70, page 8, of the mortgage records of Douglas county, State of Kansas, as extended by extension recorded book 79, page 9 of the records of Douglas county, Kansas, and as further extended by extension recorded book 79, page 447 of the records of Douglas county, Kansas, to secure the payment of a note dated January 19, 1926, due January 1, 1933, in the principal sum of \$7,500.00, with interest at the rate of 3%, payable semi-annually on the first days of January and July; and

WHEREAS, the undersigned, Zeta Tau Alpha Alumnae Association, hereby covenants that it is the present legal owner of the premises described in said mortgage recorded as aforesaid, to which reference is hereby made for particular description of said real property, and the undersigned does hereby agree that there remains a balance due and unpaid on said indebtedness in the amount of \$4,000.00, represented by the above described note and mortgage; and

WHEREAS, The Standard Life Association, of Lawrence, Kansas, is the present owner and holder of the note representing the unpaid balance due on said indebtedness and the mortgage securing the same, and, upon the application of the obligor hereinbefore named, has consented that time of payment of said note and mortgage may be extended upon the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the extension of time for the payment of said indebtedness, the undersigned covenants and agrees to pay the said indebtedness in the amounts and at the times following, together with interest thereon at 4% per annum from June 1, 1940; the monthly payments provided for to be applied first to the payment of interest due and the remainder credited upon the principal;

Fifty Dollars (\$50.00) September 20, 1940 and a like payment of \$50.00 in each of the next succeeding eight calendar months; then a payment of \$50.00 September 20, 1941 and a like payment in each of the next succeeding eight calendar months; such payments of \$50.00 per month are to be made thereafter in the like months of each succeeding calendar year until the full amount of the principal indebtedness, with interest thereon as provided herein, is fully paid and discharged; and in the event any of such monthly payments are not paid when due, then said principal sum or any amount thereof not paid when due or demandable and all interest due and unpaid shall bear interest after maturity.

Time is of the essence of this extension agreement; and in the event of default in the payment of any interest when due or the non-payment of taxes or breach of any of the covenants contained in said original mortgage, it shall be optional with the legal owner of said principal note and mortgage to declare said principal sum immediately due and payable.

It is expressly understood that nothing herein contained shall be construed to impair the security of the owner and holder of said note and mortgage, its successors or assigns, but that all of the covenants and conditions of said note and mortgage shall continue in full force and effect in so far as they are not inconsistent with this extension agreement, to which they are to apply as fully as if the terms of this agreement were originally set forth in and made a part of said note and mortgage.

Permission is given to make payments upon principal in the sum of One Hundred Dollars (\$100.00) or multiples thereof at any interest-paying time.

IN WITNESS WHEREOF, Zeta Tau Alpha Alumnae Association has caused this Mortgage Extension Agreement to be signed on its behalf by its President, thereunto duly authorized so to do, and to be attested by its Secretary, this 22nd day of June, 1940.

Attest: (CORP. SEAL)
Royalta McCloy
Secretary.

ZETA TAU ALPHA ALUMNAE ASSOCIATION
By Cornelia Gray
President.

STATE OF Kansas)
COUNTY OF Douglas)ss.

BE IT REMEMBERED, That on this 22nd day of June, A.D. 1940, before me, the undersigned, a notary public in and for the County and State aforesaid, came Cornelia Gray, President of Zeta Tau Alpha Alumnae Association, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Royalta McCloy, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my notarial seal the day and year last above mentioned.

My commission expires
(SEAL) May 21, 1941

J B Ross
Notary Public.

Recorded July 11, 1940 at 2:10 P.M.

Harold A. Beck Register of Deeds