

MORTGAGE RECORD 85

computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof, which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 proceeding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee may pay the same.

5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof at five per centum (5%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, 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.

Merle E. Hartwick
Clara S. Hartwick

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this 26th day of July, 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Merle E. Hartwick & Clara S. Hartwick, 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 July 26, 1940 at 11:55 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 10515 <

EXTENSION AGREEMENT

Reg. No. 2356 <
Fee Paid \$1.75

WHEREAS, THE CENTRAL TRUST COMPANY the present legal owner of the Promissory Note given by Gertrude M. Christy and John Christy, her husband, to the Central Trust Company for the sum of FOURTEEN HUNDRED -- DOLLARS, of which there remains unpaid the sum of SEVEN HUNDRED -- Dollars, said note dated April 15, 1930, due July 1, 1935, which said note is secured by a mortgage on Real Estate in the County of Douglas and State of Kansas, said mortgage recorded on the 18th day of June A. D. 1930 in Book 70 at page 58 in the Recorder's office of said County, and which property is now owned by Gertrude M. Christy, has promised to extend the time of payment of the principal sum remaining due on said note as hereinafter set forth:

NOW, THEREFORE, THIS INDENTURE WITNESSETH, That in consideration of the premises and said promise above recited, we whose names are hereunto subscribed have agreed with the legal owner of said note, as follows: That the time for payment of the principal sum remaining due on said note shall be extended as follows: \$700.00 due July 1, 1945. That said note as extended shall bear interest at four per cent per annum, payable semi-annually on the first days of January and July in each year, provided the same is paid when due, otherwise the installments of both principal and interest are to draw ten per cent interest per annum after due, until paid; and that none of the other conditions and obligations of said note and mortgage, except as hereinbefore mentioned, shall be affected by this extension agreement, but shall remain in full force and virtue and be binding upon us. Further, that we obligate ourselves, jointly and severally, to pay, at maturity, both the principal note and the interest thereon from July 1, 1940.

Witnesseth our hands, this 1st day of July 1940

Gertrude M. Christy
John Christy

AT THE END OF ONE YEAR OR AT ANY INTEREST PAYING DATE
THEREAFTER, MORTGAGOR HAS THE OPTION TO PAY ON THE PRINCIPAL
OF THIS NOTE \$100 OR ANY MULTIPLE THEREOF.

STATE OF KANSAS,)
Shawnee County,) ss.

BE IT REMEMBERED, That on this 22nd day of July A.D. 1940 before me, the undersigned, a Notary Public in and for said County and State, came Gertrude M. Christy and John Christy, her husband, who are personally known to me to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

(SEAL) (Commission expires April 10 1944)

Catherine Cunningham
Notary Public

Recorded July 27, 1940 at 9:10 A.M.

Harold A. Beck Register of Deeds.