

MORTGAGE RECORD 85

Reg. No. 2377
Fee Paid \$5.00

Receiving No. 10590 <

AGREEMENT FOR EXTENSION OF FARM LOAN No. 173288-3

Whereas, DANIEL A. WHITE, a single man and MARY M. WHITE, a widow 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, 1926, which said mortgage was recorded in said County on March 27, 1926, in Volume 65 of Mortgages, on page 367, and

Whereas, the said note has matured, or will mature on March 15, 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 DANIEL A. WHITE, a single man 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 \$ TWO THOUSAND TWO HUNDRED FIFTY and No/100ths 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 \$ TWO THOUSAND TWO HUNDRED FIFTY and No/100ths DOLLARS as follows: \$50.00 due and payable on March 15, 1941 and \$50.00 due and payable on March 15th of each year thereafter, up to and including March 15, 1946, and the balance of \$1950.00 due and payable on March 15, 1947, with interest thereon from March 15, 1940, to March 15, 1947, or until default, at the rate of five per cent. per annum, payable semi-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.

PREPAYMENT PRIVILEGES: 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 Mortgagee 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 DANIEL A. WHITE, a single man has hereunto set his hand and seal this 15th day of March 1940.

Daniel A White

STATE OF KANSAS)
COUNTY OF Shawnee,)ss.:

Be it remembered, that on this 15th day of May A.D. 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DANIEL A. WHITE, a single man who is personally known to me to be the same person who executed the within and foregoing instrument, and such person 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.

Laura Morgan

(SEAL) Term expires: July 6, 1942

Notary Public, Shawnee County, Kansas

Recorded August 8, 1940 at 10:15 A.M.

Hansel A. Beck Register of Deeds

Reg. No. 2382 <
Fee Paid \$120.00

Receiving No. 10606 <

MORTGAGE

THIS INDENTURE, Made this 10th day of August A.D. 1940 between Clarence Maichel and Mary Maichel, (his wife) of Shawnee County, in the State of Kansas, of the first part, and Georgia Neese Clark, Trustee, of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Eight Thousand and no DOLLARS, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, her successors and assigns, all the following described Real Estate, situated in Douglas County, and State of Kansas, to wit:

The Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-Five (25) in Township Fourteen (14) Range Seventeen (17) and the South one-half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) less a tract of land beginning at the Southwest corner of said section; thence North 50 feet; thence East at right angles to a point on the East line 51.2 feet North of the Southeast corner of said $\frac{1}{4}$ section; thence South 51.2 feet to the South line of said section; thence West along said section line to the place of beginning, in section Thirty-six (36) Township Fourteen (14) Range Seventeen (17) all in Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said mortgagor has this day executed and delivered his certain promissory note in writing to said party of the second part, of which the following is a copy:

\$8,000.00 Richland, Kansas, August 10, 1940.

FOR VALUE RECEIVED the undersigned promises to pay to the order of Georgia Neese Clark, Trustee the principal sum of \$8,000.00, payable in installments as follows:

\$240.00 on the 1st day of February and August of each year, beginning with February 1, 1941, which said installments are to be applied, first, in the payment of interest on the principal sum at the rate of 4% per annum, and the balance on the principal sum. The principal sum shall all be due and payable five years after date hereof. If default be made in the payment of any installment or interest as the same becomes due and payable, the entire principal sum, at the option of the holder, shall bear interest at the rate of 8% per annum from date of default.

Clarence Maichel
Mary Maichelwas written
on the original
mortgageentered
this 10 day
of August
1940Hansel A. Beck
Notary of Shawnee
County, Kansas

Deputy

Received of Clarence Maichel and Mary
Maichel the sum of eight thousand and no/100 Dollars,
which is the amount of the mortgage,
on full satisfaction of said mortgage,
to-wit: Georgia Neese Clark, Trustee

August 10, 1940

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