

MORTGAGE RECORD 85

that may at any time become payable on any policy of insurance assigned as aforesaid as collateral security, and may deduct from said money so collected the costs and expenses of collecting the same, applying the residue to the payment of said Bond and interest, or may elect to have the buildings on said premises repaired or new buildings erected thereon, or may deliver any such policy to said parties of the first part, and require them to collect the same at their own risk and expense, and apply the proceeds thereof to the payment of said Bond and interest.

IT IS AGREED, That after the conditions of this mortgage are broken, the holder of said Bond shall be entitled to the immediate possession of said premises, and the rents, issues and profits thereof, to be collected by a duly appointed receiver, or otherwise.

APPRAISEMENT WAIVED.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

H. L. Fitzpatrick
Laura J. Fitzpatrick

State of Kansas, County of Shawnee ss.

BE IT REMEMBERED, That on this 12th day of August A.D. 1940 before me, the undersigned, a Notary Public in and for said County and State, came H. L. Fitzpatrick & Laura J. Fitzpatrick, his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such person have 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.

A. K. Reynolds
Notary Public

(SEAL) (Commission expires January 17th, 1942)

Recorded August 13, 1940 at 9:50 A.M.

Ward A. Beck Register of Deeds

Reg.No.2386 ✓ Receiving No. 10616 ✓
Fee Paid \$20.75

EXTENSION AGREEMENT

WHEREAS, The Union Central Life Insurance Company is the present holder of an original indebtedness dated the fourteenth day of February, 1925, in the original amount of \$9,000.00, signed by Charles M. Albright and Sophia F. Albright secured by a Mortgage dated the fourteenth day of February, 1925, recorded in Book 46, Page 486, of the County Records of Douglas County, Kansas, executed by Charles M. Albright and Sophia F. Albright and covering the following security:

NW $\frac{1}{4}$ of Sec. 3, except tract 125 ft. by 160 ft. on north line thereof, near NE corner of NW $\frac{1}{4}$; also NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 3, Township 15, Range 18, east of 6 P.M. less 0.68 acres released May 6, 1932; less 0.57 acres released September 10, 1932; and containing a net acreage of 198.75 more or less.

WHEREAS, there remains unpaid on said account (secured by the original instrument) the sum of \$8,265.00 as of the first day of March, 1940, which sum represents the entire amount due upon the indebtedness however heretofore extended or rearranged, and Charles M. Albright the present owner of the premises described in said security instrument and Clarence H. Albright and Alma O. Albright hereby request an extension of the time of payment of the said sum for \$8,265.00 from March 1, 1940, with interest thereon at the rate of five per centum per annum payable annually on March 1.

The principal and interest of said debt shall become due and payable as follows:

\$661.20 principal and interest on March 1, 1941; \$661.20 principal and interest on each March 1 thereafter to and including March 1, 1944. Balance principal with accrued interest on March 1, 1945.

Prepayment Privilege: The right is reserved to prepay \$100.00 or multiple thereof at any time and stop interest on the principal so paid, provided all prior installments have been paid; however, such prepayment shall not relieve from continuing consecutive payments in amounts as provided, but shall operate to discharge and extinguish the debt at an earlier date.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable considerations, and the conditions herein contained, The Union Central Life Insurance Company does hereby grant the above requested extension and the parties hereto further agree:

1. The principal of said debt and interest thereon not paid when due shall carry interest at the rate of ten per centum per annum thereafter until paid.
2. Failure to pay any of said indebtedness as herein provided, when due, or the failure to comply with any of the terms or agreements hereof, or the terms or agreements of the evidence of indebtedness and the security instrument first herein described, shall cause the whole debt secured by said instrument to become due and collectible, at the option of the owner hereof, without notice.
3. The indebtedness and the instrument securing the debt to remain otherwise unimpaired and in full force, and the owners of the property acknowledged the validity of the entire indebtedness in said instrument described, or thereby secured, and promise to pay the same according to the terms thereof as hereby modified.

IN WITNESS WHEREOF, this instrument is executed this 6th day of August, 1940.

Charles M. Albright
Clarence H. Albright
Alma O. Albright
THE UNION CENTRAL LIFE INSURANCE CO.
By H. L. Hodell Vice President
W. C. Dunkhorst
Assistant Treasurer

(CORP. SEAL)

STATE OF KANSAS)
COUNTY OF Osage)ss.

BE IT REMEMBERED, that on this 14th day of August, 1940, before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Charles M. Albright, Clarence H. Albright and Alma O. Albright, who are to me personally known to be the identical persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

(SEAL) My commission expires July 12 - 1943

J. A. Kessler
Notary Public
Osage County, Kansas