

MORTGAGE RECORD 85

Reg. No. 2388
Fee Paid \$3.00

Receiving No. 10646

EXTENSION AGREEMENT

Lawrence, Kansas, August 7, 1940

The undersigned hereby covenant that they are the legal owners of the premises conveyed to The First Savings Bank, Lawrence, Kansas by a Mortgage, dated May 1st 1935 made by Joseph Goode and Mary Goode, and duly recorded in Douglas County, Kansas, Book 80, on page 65, to which Mortgage was given to secure the payment of a note or bond for the sum of (2000.00) Two Thousand and No/100 DOLLARS, payable May 1st, 1940, to The First Savings Bank, Lawrence, Kansas, or order, upon which note or bond there remains unpaid the sum of \$1250.00, of principal money; and in consideration of the extension of the time for the payment thereof as follows:

\$25.00 on the first day of Nov. 1941	\$25.00 on the first day of Apr. 1942
\$25.00 on the first day of Dec. 1941	\$25.00 on the first day of May 1942
\$25.00 on the first day of Jan. 1942	\$25.00 on the first day of June 1942
\$25.00 on the first day of Feb. 1942	\$25.00 on the first day of July 1942
\$25.00 on the first day of Mar. 1942	\$25.00 on the first day of Aug. 1942
and \$25.00 on the 1st day of each and every subsequent month thereafter until paid in full	

hereby agrees to assume said indebtedness and to pay interest upon said principal sum remaining unpaid from time to time, from the day whereon the same, by the terms of said note or bond, becomes due, at the rate of six per cent per annum, payable semi-annually, for and during said term of extension; both principal and interest to be paid, when due, at THE FIRST NATIONAL BANK, Lawrence, Kansas; and in case of default in payment of principal or interest, or in case of non-payment of taxes or breach of any of the covenants contained in said Mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable.

Raybert Thornton
Mrs. Allyne Thornton

Recorded August 16, 1940 at 11:35 A.M.

W. D. Beck Register of Deeds

Reg. No. 2389
Fee Paid \$12.00

Receiving No. 10648

MORTGAGE

THIS INDENTURE, Made this 31st day of July, 1940, by and between H. W. Hargiss and Vera Hargiss, his wife, of Lawrence, Kansas, Mortgagor, and The First National Bank of Lawrence, Lawrence, Kansas, a corporation organized and existing under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Five Thousand and No/100 Dollars (\$5000.00), 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 Douglas, State of Kansas, to wit:

Lots Numbered Four (4), Five (5) and Six (6), Block One (1) in University 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 thereunto 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 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 as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Five Thousand and No/100 Dollars (\$5000.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one half per centum (4½%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The First National Bank of Lawrence in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Thirty One and 65/100 Dollars (\$31.65), commencing on the first day of September, 1940, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1960.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Grantee upon its obligation to the Federal Housing Administrator on account of mortgage insurance.
2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the said note is fully paid, the following sums:

(a) If this mortgage and the note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

Indenture, do 85-482
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