

MORTGAGE RECORD 85

Receiving No. 10673 <

AGREEMENT FOR EXTENSION OF MORTGAGERep. No. 2384 <
Fee Paid \$3.75

Lawrence, Kansas, August 22, 1940

The undersigned hereby covenant that they are the legal owners of the premises conveyed to E. T. Emory by a Mortgage, dated January 25 1934 made by John Esberger and Emma Esberger, his wife, and duly recorded in Douglas County, Kansas, Book 73, on page 257, to _____, which Mortgage was given to secure the payment of a note or bond for the sum of Fifteen hundred and no/100 DOLLARS, payable January 25, 1939, to E. T. Emory or order, upon which note or bond there remains unpaid the sum of \$1500.00, of principal money; and in consideration of the extension of the time for the payment thereof as follows: \$1500.00 on the 25th day of July 1943

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.

Privilege reserved to pay \$50.00 or multiple thereof at any interest paying period.

John Esberger
Emma Esberger

Recorded August 24, 1940 at 9:20 A.M.

Harold A. Beck Register of Deeds

Receiving No. 10681 <

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Willard Broat, a widower, in favor of the Merchants Loan & Savings Bank, dated the 26th day of February, A.D. 1929, which is recorded in Book 74 of Mortgages, page 502, of the records of Douglas County, Kansas satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 26th day of August, A.D. 1940

(CORP. SEAL)

The Merchants Loan & Savings Bank
By F. C. Whipple
Cashier.

STATE OF KANSAS)
Douglas County, ss:

Be it Remembered, That on this 26th day of August A.D. 1940 before me, the undersigned, a Notary Public, in and for said County and State, came F. C. Whipple, Cashier of the Merchants Loan & Savings Bank to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, as the act and deed of the Merchants Loan & Savings Bank

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Rose Gieseman
Notary Public.

(SEAL) My Commission Expires April 17, 1943

Recorded August 26, 1940 at 10:30 A.M.

Harold A. Beck Register of Deeds

Receiving No. 10698 <

EXTENSION AGREEMENT

THIS AGREEMENT entered into between Mary Arnold and Louis Arnold, wife and husband, hereinafter referred to as OWNER, and Home Owners' Loan Corporation, a corporate instrumentality of the United States of America, with its principal office at Washington, D.C., hereinafter called the CORPORATION:

WITNESSETH:

WHEREAS, the CORPORATION owns a certain note secured by a certain mortgage (or other security instrument) recorded in the Public (Mortgage) Records of the County of Douglas, State of Kansas, in Book 79, page 163, and now covering the following described property:

Lot No. One Hundred Nine (109) on Indiana Street, in Block No. Thirty-nine (39) in that part of the City of Lawrence, known as West Lawrence,

AND WHEREAS, under the terms of said note and mortgage (or other security instrument) there remains unpaid as of the 27 day of May, 1940, the sum of Eleven hundred forty seven and 09/100 Dollars (\$1147.08), including principal, interest and advances; which amount OWNER owes to the CORPORATION but is unable to pay pursuant to provisions of said instruments;

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, it is mutually agreed as follows:

That the CORPORATION hereby extends the time for payment of said balance remaining unpaid as of such date; and that OWNER hereby agrees to pay such amount with interest from said date at 5% per annum on the unpaid balance in monthly installments of \$7.87; the first of which shall become due and payable on the 27 day of June 1940, and the remaining installments successively on the same day of each month thereafter, unless such day is the 31st day of the month and in such case on the last day of the month, until said principal sum together with interest thereon is fully paid.

In consideration of the granting of the extension as provided hereinabove, the OWNER hereby further covenants and agrees:

To pay such taxes, assessments, tax bills, other charges and items as the CORPORATION may determine, together with the costs of renewal or purchase of fire or other insurance on said property as the CORPORATION may require, all of which are hereinafter designated as "items", and the OWNER agrees that the failure to provide for the payment of said items, at the times and in the manner in this paragraph specified, shall constitute a default under such mortgage (or other security instrument), as extended, upon the happening of which the CORPORATION at its option may exercise any or all of its rights provided in said mortgage (or other security instrument), or arising by operation of law. The OWNER shall provide for the payment of said items by paying to the CORPORATION during the term of said mortgage (or other security instrument), as extended, in addition to all other payments to be made by the OWNER hereunder and at the