

MORTGAGE RECORD 85

instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said First Parties have this day executed and delivered their certain promissory note in writing to the party of the second part, payable at Security National Bank of Kansas City, Kansas City, Kansas as follows, to-wit:

Kansas City, Kansas, September 3, 1940 No. _____
For value received, We promise to pay to the order of Security National Bank of Kansas City at its office in Kansas City, Kansas. Twenty Thousand and no/100 DOLLARS in payments as follows, namely, in successive installments semi-annually of Fifteen Hundred Dollars each inclusive of interest, beginning with the first installment March 1, 1941, together with interest from date at the rate of Four & One-Half per cent (4½%) per annum payable semi-annually, and with interest at the rate of ten per cent (10%) per annum on the principal of each unpaid installment after its maturity until paid.

If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once and bear interest at the rate of ten per cent per annum until paid. All makers and endorser of this note waive protest, presentment and notice of non-payment.

Due in monthly payments to _____ THE TAU BUILDING ASSOCIATION OF ALPHA DELTA PI,
Address _____ a Corporation
Phone _____ BY _____ President
BY _____ Secretary

NOW, if the said First Parties shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum, shall immediately become due and payable; and said Taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part its heirs, executors, administrators, and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said party of the first part, its heirs and assigns, and all persons claiming under _____. And the said party of the first part shall and will at its own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Twenty Thousand and no/100 Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in _____ own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said party of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its heirs and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part have hereunto set its hand the day and year first above written.

(CORP. SEAL)

THE TAU BUILDING ASSOCIATION OF ALPHA DELTA PI,
a Corporation
BY Lucille Y. Brown President
BY Barbara Isbell Secretary

STATE OF Kansas Wyandotte COUNTY, ss.

BE IT REMEMBERED, That on this 5th day of September, 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Lucille Y. Brown President of The Tau Building Association of Alpha Delta Pi, a Corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Barbara Isbell, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of such corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

(SEAL) My Commission Expires April 15, 1943.

Lorraine McKenna
Notary Public.

Recorded September 6, 1940 at 1:45 P.M.

Harold A. Beck Register of Deeds

Receiving No. 10738 <

EXTENSION AGREEMENT

THIS AGREEMENT entered into between William Trefz, Sr., widower 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 81, page 66, and now covering the following described property:

Lots Number Fourteen (14), Fifteen (15) and Sixteen (16) in Block No. One Hundred Forty-five (145) in the City of Eudora, Douglas County, Kansas.

AND WHEREAS, under the terms of said note and mortgage (or other security instrument) there remains unpaid as of the 18th day of August, 1940, the sum of one thousand one hundred fifty-seven and 36/100 Dollars (\$1157.36), including principal, interest and advances; which amount OWNER owes to the CORPORATION but is unable to pay pursuant to provisions of said instruments;