

MORTGAGE RECORD 85

ber shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

John Selig Jr.
Agnes M. Selig

STATE OF KANSAS,)
COUNTY OF DOUGLAS)ss:

BE IT REMEMBERED, that on this 30th day of December, 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John Selig, Jr. & Agnes M. Selig, his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

E B Martin
Notary Public.

(SEAL) My Commission expires September 17, 1941.

Recorded December 30, 1940 at 4:30 P.M.

W. D. B. B. Register of Deeds

Reg. No. 2532
Fee Paid \$6.00

Receiving No. 11298

EXTENSION AGREEMENT

Lawrence, Kansas, December 31, 1940.

The undersigned hereby covenant that they are the legal owners of the premises conveyed to The Merchants Loan and Savings Bank by a Mortgage, dated November 10 1921 made by George Ott and Mary Ott, his wife, and duly recorded in Douglas County, Kansas, Book 61, on page 220, to which Mortgage was given to secure the payment of a note or bond for the sum of Two thousand five hundred and no/100 DOLLARS, payable November 10, 1926, to The Merchants Loan and Savings Bank, Lawrence, Kansas, or order, upon which note or bond there remains unpaid the sum of \$2,400.00, of principal money; and in consideration of the extension of the time for the payment thereof as follows:

\$ 100.00 on the tenth day of May 1941	\$ on the first day of 19
\$ 100.00 on the tenth day of May 1942	\$ on the first day of 19
\$2200.00 on the tenth day of May 1943	\$ on the first day of 19
\$ on the first day of 19	\$ on the first day of 19
\$ on the first day of 19	\$ on the first day of 19

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.

Chas. W. Ott
Myrtle L. Ott

Recorded January 2, 1941 at 10:45 A.M.

W. D. B. B. Register of Deeds

Receiving No. 11307

SUPPLEMENTAL MORTGAGE

THIS INSTRUMENT, Made and entered into this 31st day of January, 1940, but actually executed on the date hereinbelow set forth, by and between THE CENTRAL WEST UTILITY COMPANY (OF KANSAS), a corporation organized and existing under the laws of the State of Kansas, party of the first part, and THE FIRST NATIONAL BANK OF KANSAS CITY, Kansas City, Missouri, a corporation organized under the national banking laws of the United States of America, as Trustee, party of the second part, WITNESSETH:

WHEREAS, under date of March 15, 1936, party of the first part conveyed to party of the second part certain properties and assets as therein more specifically described, to secure the payment of certain bonds of the party of the first part therein described, which said mortgage was filed for record in the office of the Register of Deeds of Wyandotte County, Kansas, on the 17th day of June, 1936, and recorded in said office in Book 806, page 8, and was duly filed in certain other counties in the State of Kansas and in the State of Missouri; and

WHEREAS, by agreement dated January 5, 1940, Erndi Oil & Gas Company, a Delaware corporation, entered into an agreement of merger with party of the first part under and whereby it was agreed that as of January 31, 1940, said Erndi Oil & Gas Company should be merged with and into party of the first part, party of the first part to continue as the surviving corporation, and that all of the rights, franchises, privileges, powers, as well as of a public as of a private nature, and all and singular the rights, privileges and franchises, and all property, real, personal and mixed, and all debts due to or of said Erndi Oil & Gas Company should be conferred and vested in party of the first part, pursuant to said agreement of merger and the applicable laws of the states of Kansas and Delaware; and

WHEREAS, duly certified copies of said agreement of merger have been duly filed in the office of the Secretary of State of Kansas and the Secretary of State of Delaware, and all things necessary to be done to effectuate and consummate said merger to vest said rights, franchises, privileges, powers, and all property, real, personal and mixed, and all debts to or of said Erndi Oil & Gas Company in party of the first part; and

WHEREAS, the merger of said Erndi Oil & Gas Company with and into party of the first part and the vesting of all said property and rights of Erndi Oil & Gas Company in party of the first part have been duly approved by the Public Service Commission of the State of Missouri and the State Corporation Commission of the State of Kansas, as shown by the records of said respective Commissions; and

WHEREAS, said property so acquired by party of the second part from Erndi Oil & Gas Company is subjected to the lien of the aforesaid mortgage from party of the first part to party of the second part as after-acquired property of party of the first part under the terms and provisions of said mortgage;

NOW, THEREFORE, in consideration of the premises and of One Dollar (\$1.00) in hand paid and other valuable considerations, party of the first part does hereby grant, bargain and sell, convey and confirm unto said party of the second part, as Trustee, the following described property and assets, to wit: