

MORTGAGE RECORD 85

In Witness Whereof, the said parties of the first part have hereto set their hands and seal on the day and year first above written.

W G Douglas
Nell M Douglas

State of Kansas,)
County of Shawnee } ss:

Be it remembered, that on this 28th day of Jan. A.D. 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. G. Douglas and Nell M. Douglas, his wife who are personally known to me to be the same persons who executed the foregoing mortgage, and such person duly acknowledged the execution of the same.

In testimony Whereof, I have herunto set my hand and affixed my official seal the day and year last above written.

(SEAL) Term expires Oct. 24th, 1944

A. N. Alt
Notary Public, ___ County, Kansas.

Recorded January 29, 1941 at 4:35 P.M.

Narvel D Beck

Register of Deeds

Receiving No. 11420 <

EXTENSION AGREEMENT

Reg. No. 2558 ✓
Fee Paid \$10.00

KNOW ALL MEN BY THESE PRESENTS, That Whereas, OTTO A. THEEL and LILLIAN THEEL, HIS WIFE, the owner of certain real estate situated in Douglas & Wabaunsee Counties, in the State of Kansas, described in a mortgage, dated May 31st 1930 given by OTTO A. THEEL and LILLIAN THEEL, HIS WIFE, to COMMERCE TRUST COMPANY and covering land in Douglas County, Kansas, recorded in Book 77 page 139 in the office of the Register of Deeds of said County, and additional mortgage to KEYSTONE MORTGAGE INVESTMENT COMPANY, dated June 1st 1935 executed by OTTO A. THEEL and LILLIAN THEEL HIS WIFE, covering land in Wabaunsee County, Kansas, recorded in Book 139 page 194 in the office of the Register of Deeds of said County, made to secure a note therein described for the principal sum of FIFTY FIVE HUNDRED AND NO/100 DOLLARS of which the sum of FOUR THOUSAND AND NO/100 DOLLARS now remains unpaid, in consideration of the extension of the time of payment of said note hereby covenant and agree with the owner and holder of said note and mortgage, its legal representatives, successors and assigns, that the time of payment of the principal sum remaining due upon said note is hereby extended to mature as follows: \$200.00 September 1st 1941, \$200.00 September 1st 1942, \$200.00 September 1st 1943, \$200.00 September 1st 1944 and \$3200.00 September 1st 1945 and that they will pay the same as herein provided, in lawful money of the United States of America and will pay interest on said unpaid principal, as the same shall accrue, at the rate of five and one-half per centum per annum, as evidenced by twenty interest notes, of even date herewith, representing semi-annual interest on said indebtedness in accordance with the terms hereof; and that they will not require the holder of said note to receive payment of the principal sum remaining due thereon prior to said extended date, except \$100.00 or multiple on any interest paying date.

And they further covenant and agree that the said mortgage as originally executed shall be and remain in full force, as security for the faithful performance of the agreements and conditions therein contained, in respect to said note and right to declare the same due for default in the payment of interest thereon, and all other matters whatsoever, except in so far as herein expressly modified. This agreement is made upon the express condition that it shall not be construed as precluding the owner and holder of said note and mortgage, its legal representatives, successors or assigns, from enforcing any and all its rights against any person liable upon said note as maker, endorser, guarantor or otherwise, whose written assent hereto has not been obtained, for which purpose said note may be treated as overdue, and collected immediately, in accordance with the terms of said note and mortgage, as if this agreement had not been made. The rights of any such person are also hereby expressly reserved and may be exercised and enforced in all respects as if this agreement had not been made.

All right of dower and homestead in the said premises is hereby waived.

WITNESS their hands and seals this 1st day of September, 1940.

Otto A. Theel
Lillian Theel

STATE OF KANSAS)
COUNTY OF Lyon } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of December, 1940, personally appeared OTTO A. THEEL and LILLIAN THEEL, HIS WIFE and to me personally known to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

Laura E. Spade
Notary Public.

(SEAL) My commission expires Feb 27 - 1943

Recorded January 30, 1941 at 1:30 P.M.

Narvel D Beck

Register of Deeds

Receiving No. 11423 <

MORTGAGE

Reg. No. 2559
Fee Paid \$2.50

THIS INDENTURE, Made this 2nd day of December in the year of our Lord one thousand nine hundred Forty between Edwin Swope and Bernice Swope, his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Alva Ringle of the second part:

WITNESSETH, That the said parties of the first part in consideration of the sum of ONE THOUSAND DOLLARS DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

"The North twenty-five (25) feet of Lot Eleven (11), and the South Fifty (50) Feet of Lot Twelve (12), Block Thirteen (13), Babcock's Enlarged Addition to the City of Lawrence, Kansas"

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Said Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 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

See Record and map