

MORTGAGE RECORD 85

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Thirteen Hundred and No/100 DOLLARS, with interest thereon, and such charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, advanced by the said The Ottawa Building and Loan Association, to be repaid in monthly installments of \$18.07 each, including both principal and interest. First payment of \$18.07 due on March 1, 1941, and a like sum each month thereafter until the total amount of indebtedness to the Association has been paid in full.

Now, if said parties of the first part shall cause to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

In the event of the foreclosure of this mortgage and the sale of said premises, the mortgagors expressly waive appraisalment.

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

Hale Steele
Cainie W. Steele

STATE OF Kansas }
County of _____ ss. (SEAL shows "Franklin Co.,")

Be it remembered, that on this 4th day of February, A.D. 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Hale Steele and Cainie W. Steele, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

Dean Erlin
Notary Public.

(SEAL) My Commission expires January 27, 1944.

Recorded February 5, 1941, at 2:42 P.M.

Register of

Receiving No. 11453

MORTGAGE EXTENSION AGREEMENT

WHEREAS, on the 30th day of December, 1935, Earle L. Durbin and Josephine B. Durbin, his wife, executed and delivered a certain mortgage to THE STANDARD LIFE ASSOCIATION, which said mortgage was recorded in book 82, page 124 of the mortgage records of Douglas county, State of Kansas, to secure the payment of a note dated Dec. 30th, 1935, due January 1st, 1941, in the principle sum of \$2,700.00, with interest at the rate of 5 per cent., payable semi-annually on the 1st days of January and July; and

WHEREAS, the undersigned, Earle L. Durbin and Josephine B. Durbin, hereby covenant that they are the present legal owners of the premises described in said mortgage recorded as aforesaid, to which reference is hereby made for particular description of said real property, and the undersigned do hereby agree that there remains a balance due and unpaid on said indebtedness in the amount of \$2,400.00, represented by the above described note and mortgage; and

WHEREAS, THE STANDARD LIFE ASSOCIATION of Lawrence, Kansas is the present owner and holder of the note representing the unpaid balance due on said indebtedness and the mortgage securing the same, and, upon the application of the obligors hereinbefore named, has consented that time of payment of said note and mortgage may be extended upon the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the extension of time for the payment of said indebtedness the undersigned covenant and agree to pay the said indebtedness on or before the 1st day of January, 1946, together with interest thereon at the rate of 5 per cent. per annum, payable semi-annually on the first days of January and July in each calendar year; principal and interest to be payable at Lawrence, Kansas, and in the event the principal sum or any interest be not paid when due, then said principal sum or any part thereof not paid when due or demandable and all interest due and unpaid shall bear interest after maturity at the rate of 10 per cent. per annum. Time is of the essence of this extension agreement; and in the event of default in the payment of any interest when due or the non-payment of taxes or breach of any of the covenants contained in said original mortgage, it shall be optional with the legal owner of said principal note and mortgage to declare said principal sum immediately due and payable.

It is expressly understood that nothing herein contained shall be construed to impair the security of the owner and holder of said note and mortgage, its successors or assigns, but that all of the covenants and conditions of said note and mortgage shall continue in full force and effect in so far as they are not inconsistent with this extension agreement, to which they are to apply as fully as if the terms of this agreement were originally set forth in and made a part of said note and mortgage.

Permission is given to make payments upon principal in the sum of One Hundred Dollars (\$100.00) or multiples thereof at any interest-paying time.

IN WITNESS WHEREOF, the undersigned have affixed their signatures, this 5th day of February, 1941.

Earle L. Durbin
Josephine B. Durbin

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 5 day of February, A.D. 1941, before me, the undersigned, a notary public in and for the County and State aforesaid, came Earle L. Durbin and Josephine B. Durbin, his wife who are personally known to me to be the same person(s) who executed the within Mortgage Extension Agreement, and such person(s) duly acknowledged the execution of the same.

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

Edwin A Fritz
Notary Public.

(SEAL) My commission expires April 27, 1944.

Recorded February 6, 1941 at 4:05 P.M.

Register of Deeds

This debt secured by this mortgage has been paid in full
 and the Register of Deeds is authorized to return of office
 The Ottawa Building and Loan Association
 by Edwin Fritz, Secretary.
 (Seal)
 Earl L. Durbin
 Josephine B. Durbin
 Lawrence, Kansas, November 20, 1943.
 Reg. No. 2566
 Fee Paid \$6.00