

## MORTGAGE RECORD 85

(a) of paragraph 2 hereof, which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee may pay the same.

5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereon at five per centum (5%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisement is hereby waived.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number 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.

Clyde G. Coe  
Jennie M. Coe

STATE OF KANSAS, )  
COUNTY OF DOUGLAS ) ss:

BE IT REMEMBERED, that on this 20th day of March, 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Clyde G. Coe, and Jennie M. Coe, 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.

Geo. D. Walter  
Notary Public.

(SEAL) My Commission expires August 19th, 1943

Recorded March 21, 1941 at 9:25 A.M.

*Handwritten Signature* Register of Deeds

Reg. No. 2607  
Fee Paid \$7.50

Receiving No. 116574

#### AGREEMENT FOR EXTENSION OF MORTGAGE

WHEREAS, WALTER W. GERSTENBERGER and ELSIE GERSTENBERGER, his wife; and EMILIE GERSTENBERGER, a widow, executed and delivered to The Prudential Insurance Company of America, a certain note secured by a mortgage upon real property situated in Douglas County, Kansas, dated February 29 1932, which said mortgage was recorded in said County on March 5, 1932, in Volume 77 of Mortgages, on page 475, and re-recorded in Volume 77 of Mortgages, on Pages 489-490.

WHEREAS, the said note has matured, or will mature on March 30, 1941, either in accordance with its terms or by virtue of the terms of a previous extension, and

WHEREAS, title to the mortgaged premises is now vested in WALTER W. GERSTENBERGER and ELSIE GERSTENBERGER his wife; and EMILIE GERSTENBERGER, a widow subject to said mortgage, and

WHEREAS, the said Insurance Company has been requested to extend the time of payment of the indebtedness represented by the aforesaid note upon the terms hereinafter set forth, which it has agreed to do in consideration of the agreement herein contained on the part of the signers hereof, provided the said mortgage loan is not in default in any respect as of the aforesaid date of maturity, and provided that the principal amount remaining unpaid on that date shall be no greater than the sum of THREE THOUSAND AND NO/100 - - DOLLARS - - which provisions shall be conditions of this agreement.

NOW, THEREFORE, the aforesaid present owner or owners hereby promise and agree to pay the said principal sum of THREE THOUSAND AND NO/100 - - DOLLARS - as follows: \$3,000.00 due and payable on March 30, 1948 with interest thereon from March 30, 1941, to March 30, 1948, or until default, at the rate of four (4) per cent. per annum, payable semi-annually; and with interest after maturity or after default in the payment of principal or interest, as set forth in said note, if such interest rate after default or after maturity be lawful under present statutes; but if not, then at the maximum rate permissible under such statutes.

PREPAYMENT PRIVILEGE: Privilege is given to make additional payments on the principal of this indebtedness in sums of \$100 or multiples thereof on any date when interest becomes due and payable; provided, however, that the amount so paid during any year ending at an anniversary of the date from which interest accrues hereunder, added to obligatory principal payments, if any, falling due within such one year period, shall not exceed one-fifth of the principal sum payable under the terms of this instrument.

IN FURTHER CONSIDERATION of the extension of the time of payment of the above indebtedness, the Owners do hereby assign unto the said Insurance Company all of the income from any oil or gas lease now or hereafter executed covering any portion of the mortgaged premises, and grant the Insurance Company, as Mortgagee, the right to collect said income and apply it on said indebtedness in any way it may deem advisable for its protection as Mortgagee.

And the owner will keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgagee in insurance companies and in amount satisfactory to the Mortgagee, and the policies shall contain all proper clauses for the protection of the Mortgagee. If the owner shall fail to perform the above agreement the Mortgagee may declare the Mortgage in default, with the same appropriate penalties as recited in the Mortgage for other defaults, and may effect said insurance and all money paid therefor with interest at the penalty rate recited in said Mortgage shall be secured by and collectible under said Mortgage.