

## MORTGAGE RECORD 85

Receiving No. 11898

## EXTENSION AGREEMENT

Reg. No. 2670  
Fee paid \$12.00

WHEREAS, METROPOLITAN LIFE INSURANCE COMPANY the present legal owner of the Promissory Note given by A. J. Herrod and Sylvia M. Herrod, his wife to THE CENTRAL TRUST COMPANY and which said Note has been heretofore duly and properly assigned to said METROPOLITAN LIFE INSURANCE COMPANY for the sum of SIX THOUSAND AND NO/100 DOLLARS, of which there remains unpaid the sum of FOUR THOUSAND EIGHT HUNDRED AND NO/100 Dollars, said note dated August 28, 1936, due September 1, 1941, which said note is secured by a mortgage on Real Estate in the County of Douglas and State of Kansas, said mortgage recorded on the 5th day of September A.D. 1936 in Book 79 at page 604 in the Recorder's office of said County, and which property is now owned by A. J. Herrod has promised to extend the time of payment of the principal sum remaining due on said note as hereinafter set forth:

NOW, THEREFORE, THIS INDENTURE WITNESSETH, That in consideration of the premises and said promise above recited, we whose names are hereunto subscribed have agreed with the legal owner of said note, as follows: That the time for payment of the principal sum remaining due on said note shall be extended as follows: \$100.00 due September 1, 1942 100.00 due September 1, 1943 \$100.00 due September 1, 1944 100.00 due September 1, 1945 4400.00 due September 1, 1946 That said note as extended shall bear interest at four per cent per annum, payable semi-annually on the first days of March and September in each year, provided the same is paid when due, otherwise the installments of both principal and interest are to draw ten per cent per annum after due, until paid; and that none of the other conditions and obligations of said note and mortgage, except as hereinbefore mentioned, shall be affected by this extension agreement, but shall remain in full force and virtue and be binding upon us. Further, that we obligate ourselves, jointly and severally, to pay, at maturity, both the principal note and the interest thereon from September 1, 1941.

Witnesseth our hands, this 10th day of May 1941  
Privilege is reserved to reduce the principal sum on any interest payment date in the amount of \$100 or any multiple thereof but not to exceed in any calendar year one-fifth of the principal sum loaned. The further privilege is reserved, upon giving 60 days' notice in advance, to pay additional sums in multiples of \$100 upon the principal sum on interest payment dates.

A. J. Herrod  
Sylvia M. Herrod

STATE OF KANSAS, WYANDOTTE COUNTY, SS.

Be it Remembered, That on this 10th day of May A.D. 1941 before me, the undersigned, a Notary Public in and for said County and State, came A. J. Herrod and Sylvia M. Herrod, his wife who are personally known to me to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my official seal, on the day and year last above written.

Ada E. Everett  
Notary Public.

(SEAL) (Commission expires March 23, 1943)

Recorded May 29, 1941 at 2:10 P.M.

*Harold A. Beck* Register of Deeds

Receiving No. 12002

## MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned EARL JOHNSON and MARGARET JOHNSON, Husband and Wife, of the County of Douglas, State of Kansas, hereinafter called Mortgagor, has become justly indebted to the United States of America, acting by and through the Secretary of Agriculture, pursuant to the provisions of Title I of the Bankhead-Jones Farm Tenant Act, hereinafter called Mortgagee, as evidenced by one certain promissory note dated the 23rd day of May, 1941, for the principal sum of Seven Thousand Twelve and No/100 Dollars (\$7,012.00), with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided; and

WHEREAS, Mortgagor is desirous of securing the prompt payment of said note, and the several installments of principal and interest at maturity, and any extension or renewal thereof, and any agreement supplementary thereto, and any additional indebtedness accruing to Mortgagee on account of any future advances or expenditures made as hereinafter provided, and the performance of each and every covenant and agreement of Mortgagor herein contained;

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, as the same matures or becomes due, and of any extension or renewal thereof, or of any agreement supplementary thereto, and to secure the performance of each and every covenant and agreement of Mortgagor herein contained, Mortgagor does hereby and with these presents mortgage and warrant unto Mortgagee the following described real estate situated in the County of Douglas, State of Kansas, to-wit:

The South Half of the Southwest Quarter (S<sub>1</sub>SW<sub>4</sub>), and the Northeast Quarter of the Southwest Quarter (NE<sub>1</sub>SW<sub>4</sub>) of Section Thirty-four (34); the South Half of the Southeast Quarter (S<sub>1</sub>SE<sub>4</sub>) of Section Thirty-three (33), less the following: Commencing at the Northwest corner of said South Half of the Southeast Quarter (S<sub>1</sub>SE<sub>4</sub>) of Section Thirty-three (33), thence East 40 rods, thence South 16 rods, thence Westerly about 3 rods to a creek, thence in a Southwesterly direction along the center of said creek to the West line of said SE<sub>1</sub> of Section 33, thence North on the West line of said SE<sub>1</sub> of Section 33, to the place of beginning, being 6 acres, more or less; and, subject to the right of way of the Atchison, Topeka, and Santa Fe Railway, all being in Township Thirteen (13) South, Range Twenty (20), East of the Sixth Principal Meridian, and also

All the right, title and interest of the Mortgagors in and to the railroad right of way referred to above, being the same land that was conveyed to the Mortgagors as joint tenants by a certain deed made by E.R. Cooper and Bertina Cooper, Husband and Wife, dated May 31, 1941, and recorded in Book 142, Page 600.

together with all rents and other revenues or incomes therefrom, and all and singular, the rights, easements, hereditaments, and appurtenances thereunto belonging, or in any wise incident or appertaining, and all improvements and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property".

TO HAVE AND TO HOLD, all and singular, said property before mentioned unto Mortgagee and its assigns forever.

MORTGAGOR, for himself, his heirs, executors, administrators, successors and assigns, does hereby and by these presents covenant and agree:

1. To pay, before the same shall become delinquent, all taxes, assessments, levies, liabilities, obligations and encumbrances of every nature whatsoever which affect said property or the Mortgagee's rights and interests therein under this Mortgage or the indebtedness hereby secured, and promptly to de-

For Release S11 B14 97 Page 82