

MORTGAGE RECORD 88

Receiving No. 12394

MORTGAGE

Reg. No. 2744
Fee Paid
\$9.00

This Mortgage made and entered into this 15 day of March 1941, by and between Margaret M. Seewir and Charles C. Seewir, her husband, of Lawrence, Kansas, parties of the first part, and W. T. Stevenson, of Owensboro, Kentucky, party of the second part

WITNESSETH:

Whereas the parties of the first part are indebted to the party of the second part in the sum of \$60, which sum represents the first month's advancement hereunder and which sum is evidenced by first parties' negotiable promissory note, bearing even date herewith, which this day has been executed and delivered to the party of the second part and payable to his order twelve months after the date hereof, with interest thereon at 6% per annum; and

Whereas the party of the second part will advance unto the parties of the first part each succeeding month hereafter, an amount approximating the first payment hereunder on the security of this Mortgage, for each of which future advancements the parties of the first part shall execute their negotiable promissory note payable to the second party's order twelve months after the date of such execution, with interest at 6% per annum until paid, the total of such advancements, together with the first, not to exceed the sum of \$3600.00; provided, however, that at the expiration of five years from the date hereof the then existing sum total of all advancements made on security of this Mortgage shall become immediately due and payable;

In order to secure the payment of said note at maturity, and the payment of those notes which shall be executed by first parties for each future advancement when each shall mature, together with all interest thereon, the said parties of the first part this day have granted, bargained, sold, conveyed and mortgaged, and they do hereby sell, bargain, convey and mortgage unto the party of the second part the following described real estate, situated in Douglas County, State of Kansas, to-wit:

Lot #1 on Tennessee Street in the City of Lawrence; being the same lot of land conveyed by Charles C. Seewir to Margaret M. Seewir by warranty deed dated September 25-1916 and recorded in Deed Book 104 at Page 454, in the office of the County Clerk for Douglas County, State of Kansas

TO HAVE AND TO HOLD the above described real estate, together with all the improvements thereon and all the rents and profits arising therefrom and all the provisions and appurtenances thereunto belonging unto the party of the second part, his heirs, administrators and assigns forever, with covenant of general warranty.

This Mortgage is conditioned as follows: That if the parties of the first part shall pay unto the party of the second part the sum of \$60 loaned to them at the time of the execution of these presents, and such future sums of money, not exceeding the sum of \$3600.00, as the said second party may advance to the first parties, on the security of this Mortgage, or which may become owing by the first parties to the second party at any time hereafter during the continuance of this Mortgage, with interest on said sum, and such future sums from the time the same shall be advanced or become owing as aforesaid at the rate of 6% per annum, and if first parties shall perform all the covenants hereof, then this Mortgage shall cease, determine and be void, otherwise, it shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signatures of the parties of the first part, this the day and year first above written.

Margaret M. Seewir
Charles C. Seewir

STATE OF KANSAS
COUNTY OF DOUGLAS

BE IT REMEMBERED that on this 18th day of March 1941, before me, came Margaret M. Seewir and Charles C. Seewir, her husband, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and first above written.

W.C. Hunsinger
Notary Public

(SEAL) My Commission Expires 5-19-41

Recorded August 11, 1941 at 9:40 A.M.

Narrell A. Beck Register of Deeds

*This mortgage satisfied
Oct 19, 1941
W. T. Stevenson
Attest: C. W. Staves*

*This Release
was written
on the original
Mortgage -
entered
this 29th day
of October
1941
Harold A. Beck
Reg. of Deeds*

Receiving No. 12403

EXTENSION AGREEMENT

Reg. No. 2746
Fee Paid
\$2.50

Whereas, CHARLES W. SHOEMAKER and MINNIE SHOEMAKER, his wife 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 August 19 1931, which said mortgage was recorded in said County on August 21, 1931, in Volume 77 of Mortgages, on page 328, and

Whereas, the said note has matured, or will mature on August 26, 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 CHARLES W. SHOEMAKER and MINNIE SHOEMAKER his wife, 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 ONE THOUSAND & 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 ONE THOUSAND & NO/100 DOLLARS as follows: \$1000.00 due and payable on August 26, 1946 with interest thereon from August 26, 1941, to August 26, 1946, or until default, at the rate of four and one half (4½) 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 any 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.

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.

And the parties who execute this agreement hereby agree that said mortgage shall continue a first lien