

MORTGAGE RECORD 88

Receiving No. 12626 <

REAL ESTATE MORTGAGE

Reg. No. 2788
Fee Paid \$5.50

THIS INDENTURE, Made this 26th day of August in the year of our Lord one thousand nine hundred and FORTY ONE, between G. W. PRESGROVE (a widower) in the County of DOUGLAS and State of Kansas, of the first part, and THE BANK OF PERRY, Perry, Kansas, of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of ONE HUNDRED SIXTY-FIVE and 34/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns, forever all that tract or parcel of land situated in the County of DOUGLAS and State of Kansas, described as follows, to

The South 1/2 of Lot FIFTY-ONE (51), and all of Lots FIFTY-TWO (52), FIFTY-THREE (53), FIFTY-FOUR (54), FIFTY-FIVE (55) and FIFTY-SIX (56), in Block FOURTEEN (14), in the City of Lecompton, in the County and State aforesaid.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is 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 he will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of ONE HUNDRED SIXTY-FIVE and 34/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said party of the first part to the said party of the second part; said note being given for the sum of ONE HUNDRED SIXTY-FIVE and 34/100 DOLLARS, dated August 26, 1941, due and payable September 1, 1942 with interest thereon from the date thereof until paid, according to the terms of said note

And this conveyance shall be void if such payment be made as in said note and as is hereinafter specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalty or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of FIVE HUNDRED DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the party of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principle of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, its successors, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part his heirs or assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal, the day and year first above written.

Signed and delivered in the presence of
V C Raines

G W Presgrove

STATE OF KANSAS, JEFFERSON COUNTY, ss.

BE IT REMEMBERED, That on this 26th day of August, A.D. 1941, before me, the undersigned, a NOTARY PUBLIC in and for the County and State aforesaid, came G. W. PRESGROVE (a widower), to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL seal on the day and year last above written.

(SEAL) (My commission expires October 5, 1941)

V C Raines
Notary Public

Recorded September 16, 1941 at 9:30 A.M.

Ward A. Beck

Register of Deeds

Receiving No. 12634 <

AGREEMENT FOR EXTENSION OF FIRST MORTGAGE REAL ESTATE NOTE

Reg. No. 2789
Fee Paid \$7.50

The undersigned hereby covenant that they are the legal and sole owners of the real estate conveyed to The Trustees of Baker University by a Mortgage dated April 1, 1936 and recorded at page 293 of Book 80 of Mortgages in the Office of the Register of Deeds of Douglas County, Kansas, and given to secure the payment of a note or bond for the sum of \$3500.00 due and payable April 1, 1941, on which it is hereby acknowledged there is due and unpaid the sum of \$3000.00 of principal money and in consideration of the agreement of the said The Trustees of Baker University to extend the time for payment in the following manner, to wit:

- One Hundred (\$100.00) Dollars on April 1, 1942
- One Hundred (\$100.00) Dollars on April 1, 1943
- One Hundred (\$100.00) Dollars on April 1, 1944
- One Hundred (\$100.00) Dollars on April 1, 1945
- Twenty-six Hundred (\$2600.00) Dollars on April 1, 1946

the undersigned hereby promise and agree to and with The Trustees of Baker University to assume and to pay the principal sum due on said note or bond to the said The Trustees of Baker University or order at the office of The Trustees of Baker University, Baldwin, Kansas, as above indicated, and also the interest thereon at the rate of five per cent per annum in semi-annual payments during the said term of this extension, said interest installments to be due on the first day of October and the first day of April of each year during the period of said extension, and said installments to bear interest at the rate of ten percent per annum after maturity; all conditions, covenants and agreements contained in said mortgage are hereby continued in force and ratified, and this agreement shall bear the same relation thereto and be construed therewith in the same manner as the original note or bond hereby extended; and in case of default in payment of any of said principal or interest installments, or breach of any of the covenants contained in said Mortgage and extension, it shall be optional with said Mortgagee or assigns to declare said principal sum immediately due and payable. The undersigned reserve the privilege to pay on said principal amount \$100.00 or any multiple thereof, at any interest pay day before maturity. It is understood in granting this extension the holder of the note herein extended expressly reserves the right of recourse against the makers thereof and all other parties who may be liable for its payment.

In Witness Whereof, the undersigned have affixed their signatures hereto this 18th day of Sept 1941

A. F. Baker
Augusta Baker