

This release
was written
on the original
mortgage
this 2 day
of August
1946
Notary Public
Reg. of Deeds
Douglas County
Kans.

DOUGLAS COUNTY

gagor all payments made under the provisions of (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 the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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 thereof at four and one-half per centum (4½%) 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. Appraisal 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.

Edwin O Edgar
Alyce M Edgar

STATE OF KANSAS,)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this 13th. day of January, 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Edwin O. Edgar and Alyce M. Edgar, 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 19, 1943

Recorded January 22, 1942 at 9:05 A.M.

Harold A. Beck Register of Deeds

Reg.No.
2888
Fee Paid
\$3.25

Receiving No. 13151

EXTENSION AGREEMENT

WHEREAS, there remains unpaid on a certain note executed and delivered to THE DAVIS-WELLCOME MORTGAGE COMPANY by Mabel Transmeier and E. A. Transmeier, her husband, secured by a mortgage upon real estate in Douglas County, Kansas dated November 25, 1936, and recorded in said County on Nov. 27, 1936 in Volume 83 of mortgages on Page 8 the sum of Thirteen Hundred dollars, with interest from December 1, 1941 and;

WHEREAS, the undersigned 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, and do hereby acknowledge that there remains a balance due and unpaid on said indebtedness in the amount of Thirteen Hundred and no/100ths DOLLARS, and

WHEREAS, The Davis Wellcome Mortgage Company is the present owner and holder of the note representing the unpaid balance due on said indebtedness and the mortgage securing the same.

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 said indebtedness in the following manner and on the date hereinafter set forth: ONE HUNDRED DOLLARS to become due December 1, 1942, ONE HUNDRED DOLLARS to become due December 1, 1943, ONE HUNDRED DOLLARS to become due December 1, 1944, ONE HUNDRED DOLLARS to become due December 1, 1945, NINE HUNDRED DOLLARS to become due December 1, 1946, with interest thereon at the rate of five per cent per annum, payable semi-annually; both principal and interest payable at the principal office of THE DAVIS-WELLCOME MORTGAGE COMPANY, at Topeka, Kansas, and bearing interest after maturity at the rate of ten per cent per annum. All of the covenants and conditions of said mortgage to continue in force 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 a part of said mortgage.

IN WITNESS WHEREOF the undersigned have affixed their signatures hereto this 1st day of December, 1941

J. J. Svoboda
Florence C. Svoboda

COUNTY OF DOUGLAS)
STATE OF KANSAS) ss:

On this 10th day of December, 1941, before me personally appeared J. J. SVOBODA and Florence C. SVOBODA, his wife, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the day and year last above written.

(SEAL) My term expires Oct 14th 1943

B. C. Miller Notary Public.

Recorded January 22, 1942 at 9:10 A.M.

Harold A. Beck Register of Deeds