

DOUGLAS COUNTY

provided and other valuable consideration, does hereby extend the time of payment of said indebtedness with interest as hereinafter provided, and Elijah T. Jay and Mary E. Jay, individually and as husband and wife, jointly and severally hereby agree, in consideration of said extension of the time of payment of said indebtedness, to pay the principal sum remaining unpaid as aforesaid as follows, viz: Four hundred dollars thereof in four payments of \$100 each, payable respectively on January 11, 1944, 1946, 1948 and 1950, and the remaining \$300 thereof on January 11, 1952, with interest on the said sum of \$3500.00 or the unpaid balance thereof, from January 11, 1942 until maturity at the rate of four per cent per annum, payable semi-annually, with the privilege at any time before maturity of making payments on principal in sums of One hundred (100) dollars or multiples thereof, provided however, that payments on principal, including required payments, if any, shall not in any one year from January 11, 1942 or from any anniversary thereof exceed one-fifth of the principal sum herein extended. And the parties hereto agree that said note and mortgage shall continue a first lien upon said premises and shall remain in force with all their covenants and conditions, except as herein expressly modified.

The undersigned and all other persons or corporations now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby extended, for themselves, their heirs, legal representatives, successors and assigns, respectively, expressly waive presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection, and consent that the time of such payment or any part thereof may be extended by the holder of said indebtedness, without in anywise modifying, altering, releasing, affecting, or limiting their respective liability or the line of said mortgage.

Each of the obligors herein executes this instrument without reliance upon the signature of any other obligor herein named.

IN WITNESS WHEREOF, THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be executed in its name by its officers thereunto duly authorized, and said Elijah T. Jay and Mary E. Jay, individually and as husband and wife, have hereunto set their hands and seals this nineteenth day of January, A.D. 1942.

In presence of:
A. W. Scherr (CORP. SEAL)
Evelyn Semrad
Eunice M. Johnson
Mildred Sneller

The Northwestern Mutual Life Insurance Company
By F. P. Price
Superintendent of Mortgage Loans
Attest: R. L. Armstrong
Assistant Secretary
Elijah T. Jay
Mary E. Jay

STATE OF WISCONSIN, ss.
County of Milwaukee)

On this 19th day of January, A.D. 1942, before me, A. W. Scherr a Notary Public in and for said county, appeared F. P. Price and R. L. Armstrong to me personally known and known by me to be the officers as herein-after stated, who, being by me duly and severally sworn did say that the said F. P. Price is the Superintendent of Mortgage Loans and the said R. L. Armstrong is the Assistant Secretary of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a corporation; that the seal impressed on the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Trustees and the said F. P. Price and R. L. Armstrong acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

(SEAL) My commission expires: March 4, 1945. A. W. Scherr
Notary Public, Milwaukee County, Wisconsin.

STATE OF Kansas)
COUNTY OF Shawnee) ss.

On this 24th day of January, A.D. 1942, before me, Eunice M. Johnson, a Notary Public in and for said county, personally appeared Elijah T. Jay and Mary E. Jay, individually and as husband and wife, to me known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same voluntarily and as their free act and deed.

WITNESS my hand and official seal the day and year last above written.

(SEAL) My commission expires: May 19, 1945 Eunice M. Johnson
Notary Public, Shawnee County Kansas

Recorded January 30, 1942 at 9:55 A.M.

Harold A. Beck Register of Deeds

Reg. No. 2901 Receiving No. 13198
Fee Paid \$6.25

EXTENSION AGREEMENT

Lawrence, Kansas, January 28, 1942

The undersigned hereby covenant that they are the legal owners of the premises conveyed to Peoples State Bank, Lawrence, Kansas by a Mortgage, dated December 1, 1936 made by Edward W. Penchard and Hazel V. Penchard, and duly recorded in Douglas County, Kansas, Book 80, on page 349, to which Mortgage was given to secure the payment of a note or bond for the sum of Three thousand and no/100 -- DOLLARS, payable December 1, 1941, to Peoples State Bank, Lawrence, Kansas or order, upon which note or bond there remains unpaid the sum of \$2,500.00, of principal money; and in consideration of the extension of the time for the payment thereof as follows:

\$100.00 on the first day of June 1942	\$100.00 on the first day of January 1945
\$100.00 on the first day of January 1943	\$100.00 on the first day of June 1945
\$100.00 on the first day of June 1943	\$100.00 on the first day of January 1946
\$100.00 on the first day of January 1944	\$100.00 on the first day of June 1946
\$100.00 on the first day of June 1944	\$1600.00 on the first day of January 1947

hereby agrees to assume said indebtedness and to pay interest upon said principal sum remaining unpaid from time to time, from the day whereon the same, by the terms of said note or bond, becomes due, at the rate of five per cent per annum, payable semi-annually, for and during said term of extension; both principal and interest to be paid, when due, at THE FIRST NATIONAL BANK, Lawrence, Kansas; and in case of default in payment of principal or interest, or in case of non-payment of taxes or breach of any of the covenants contained in said Mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable.

Edward W. Penchard
Hazel V. Penchard

Recorded February 2, 1942 at 10:00 A. M.

Harold A. Beck Register of Deeds.