

DOUGLAS COUNTY

WHEREAS, said Farm Mortgage Holding Company, a corporation, for valuable consideration, executed, acknowledged and delivered to THE INLAND MORTGAGE CORPORATION, a corporation, party of the First Part herein, an assignment of writing of First Mortgage, said Assignment being dated November 22, 1932, recorded December 1, 1932 in Book 77, page 576 of the records in the office of the Register of Deeds of Douglas County, Kas;

AND WHEREAS by Extension Agreement dated January 23rd, 1937, recorded in Volume 83 at page 98 in the office of the Register of Deeds of Douglas County, Kansas, said note and mortgage were extended for a term of five (5) years from February 1, 1937, to bear interest from February 1, 1937 at the rate of five percent (5%) per annum, interest payable semi-annually on the 1st day of August and February in each and every year;

AND WHEREAS, said note and Mortgage, by the terms of said Extension Agreement, are now due and payable, and there is a balance due on all of said note and mortgage of \$2,500.00, and said parties desire to extend the maturity of said note and mortgage from February 1, 1942 to February 1, 1947 upon the same terms and conditions as set forth in said Note and First Mortgage, except that the interest is to be at the rate of five per cent per annum during the period of said extension, provided and so long as there shall be no default as outlined in said Mortgage;

NOW THEREFORE, it is mutually agreed by and between the Parties hereto that the time for the payment of said Note and Mortgage, shall be and the same is hereby extended for a term of five (5) years from February 1, 1942, and that the same bear interest from February 1, 1942 at the rate of five percent (5%) per annum, interest payable semi-annually on the first day of August and February in each and every year, the principal sum to become due and payable on February 1, 1947;

IN CONSIDERATION of the extension of said note and mortgage, said parties of the second part hereby covenant and agree to pay the interest and principal as they become due, and to perform each and every term and condition contained in said note and mortgage.

IT IS EXPRESSLY understood and agreed that the terms of said note and mortgage remain unaltered except as specifically changed by this Agreement, and that nothing herein contained shall be construed to impair the priority or validity of said Note and Mortgage, or the lien of said Party of the first part, nor affect, or impair any rights or powers which it may have under the said Note and Mortgage, for the recovery of the Mortgage debt, with interest, in the event of nonfulfillment of this agreement by said parties of the Second Part.

IN WITNESS WHEREOF, the said parties hereto have caused these presents to be executed on the day and year first hereinbefore set forth.

ATTEST:

Howard H. Hitch
Secretary

(CORP. SEAL)

THE INLAND MORTGAGE CORPORATION
by Morris Stern
President
Party of the First Part
M. N. Penny
Addie U. Penny
Parties of the Second Part

STATE OF MISSOURI) SS
COUNTY OF JACKSON)

On this 5th day of February, 1942, before me, a Notary Public, appeared Morris Stern, to me personally known, who being by me duly sworn did say that he is the President of The Inland Mortgage Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Morris Stern acknowledged said instrument to be the free act and deed of the said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial seal at my office in Kansas City, Missouri, the day and year last above written.

(SEAL) My commission expires: Jan. 22, 1944

Sadie W. Brown
Notary Public, Jackson County, Mo.

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS

Be it remembered that on this 2nd day of February, 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came M. N. Penny and Addie U. Penny, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

(SEAL) My commission expires July 29, 1942

J Underwood
Notary Public, Douglas County, Kansas

Recorded February 12, 1942 at 9:50 A.M.

Harold A. Beck Register of Deeds

Receiving No. 13252

Reg. No. 2916
Fee Paid \$2.00

MORTGAGE

THIS INDENTURE, Made this 9th day of Feb. in the year of our Lord one thousand nine hundred Forty Two, by and between Ernest A. Pohl and Opal Pohl, his wife of the County of Douglas and State of Kansas, parties of the first part, and The Baldwin State Bank, Baldwin City, Kansas party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Seven Hundred Eighty Five--- DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Convey and Confirm, unto the said party of the second part, and to its heirs and assigns, forever, all of the following-described tract, piece, or parcel of land, lying and situate in County of Douglas and State of Kansas, to wit:

The East half (E $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$) of Section Sixteen (16) in township Fifteen (15) Range Nineteen (19).

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit:

First, Said Ernest A. Pohl and Opal Pohl are justly indebted unto the said party of the second part in the principal sum of Seven Hundred Eighty Five Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Ernest A. Pohl and Opal Pohl and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered, executed and delivered by the said Ernest A. Pohl and Opal Pohl bearing date Feb. 9, 1942, 19...., and payable to the order of the said Baldwin State Bank Five years after date, at The Baldwin State Bank with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi-annually, on the 9th days of August and February in each year, and 8 per cent. per annum after maturity, the installments of interest being further evidenced by coupons attached to said principal note..., and of even date therewith,

570. 2 For Release see page 113.