and payable to the order of said Baldwin State Bank at Baldwin, Kansas

Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 8 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holde or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of ....Dollars; loss, if any, payable to the mortgagee or ..... assigns. And it is further agreed, that every such policy of insurance be held by the part... of the second part, or the legal holder or holders of said note, as collatera or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses/ incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said part... of the second part, or the legal holder or holders of said note, may deliver said policy to said part... of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said part... of the first part hereby agree.. that if the maker of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at one, without notice.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisement of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said parties of the first part do hereunto subscribed their names, on the day and year above mentioned.

Ernest A. Pohl
Opal Pohl

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 9th day of Feb, A. D. Nineteen Hundred forty two before me, the undersigned, a notary public in and for said County and State, came Ernest A. Pohl and Opal Pohl, his wife who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed; and duly acknowledged the execution of the same to be their voluntary act and deed.

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

C B Butell Notary Public
Douglas County, Kansas.

My Commission Expires Sept. 4th. 1944

Recorded February 16, 1942 at 9:35 A. M. Harold A. Beck Register of Deeds.

Know all men by these Presents: That T. E. Wood Pres. and C. B. Butell Cashier [illegible] named [illegible] hereby acknowledge full payment of the note [illegible] the foregoing mortgage and authorize the Register of Deeds of Douglas County Kansas to [illegible] the same [illegible] of record. Witness our hand this 13th day of August A.D. 1943 (Corp. Seal) Baldwin State Bank By T. E. Wood Pres. C. B. Butell Cashier

This Release was written on the original Mortgage entered this 21 day of August 19 44
Harold A. Beck
Reg. of Deeds.
[illegible]
Deputy

****

Receiving No. 13253

Reg. No.2917
Fee Paid $7.50

MORTGAGE EXTENSION AGREEMENT

WHEREAS, on the 11th day of February, 1939, V. K. Bruner and Grace S. Bruner, his wife executed and delivered a certain mortgage to Peoples State Bank, Lawrence, Kansas, which said mortgage was recorded in book 80, page 631 of the mortgage records of Douglas county, State of Kansas, to secure the payment of a note dated Feby. 11, 1939, due February 11th, 1942, in the principle sum of $3,000.00, with interest at the rate of six per cent., payable semi-annually on the eleventh days of February and August; and

WHEREAS, the undersigned, V. K. Bruner and Grace S. Bruner, his wife, 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 of said real property, and the undersigned do hereby agree that there remains a balance due and unpaid on said indebtedness in the amount of $3,000.00, represented by the above described note and mortgage; and

WHEREAS, THE WORLD COMPANY of Lawrence, Kansas, is the present owner and holder of the note representing the unpaid balance due on said indebtedness and the mortgage securing the same, and, upon the application of the obligors hereinbefore named, has consented that time of payment of said note and mortgage may be extended upon the conditions hereinafter set forth.

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 the said indebtedness on or before the 11th day of February, 1947, together with interest thereon at the rate of 5 per cent. per annum, payable semi-annually on the 11th days of February and August in each calendar year; principal and interest to be payable at Lawrence, Kansas, and in the event the principal sum or any interest be not paid when due, then said principal sum or any part thereof not paid when due or demandable and all interest due and unpaid shall bear interest after maturity at the rate of 10 per cent. per annum. Time is of the essence of this extension agreement; and in the event of default in the payment of any interest when due or the non-payment of taxes or breach of any of the covenants contained in said original mortgage, it shall be optional with the legal owner of said principal note and mortgage to declare said principal sum immediately due and payable.

It is expressly understood that nothing herein contained shall be construed to impair the security of the owner and holder of said note and mortgage, its successors or assigns, but that all of the covenants and conditions of said note and mortgage shall continue in full force and effect in 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 set forth in and made a part of said note and mortgage.

Permission is given to make payments upon principal in the sum of One Hundred Dollars ($100.00) or multiples thereof at any interest-paying time.

IN WITNESS WHEREOF, the undersigned have affixed their signatures, this 11th day of February, 1942.

The borrowers agree to pay $150.00 on principal of said indebtedness on the 11th day of February during the years 1943 to 1946 inclusive.

V. K. Bruner
Grace S Bruner

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 11th day of February, A. D. 1942, before me, the undersigned, a notary public in and for the County and State aforesaid, came V. K. Bruner and Grace S. Bruner, his wife who are personally known to me to be the same person(s) who executed the within Mortgage Extension Agreement, and such person(s) duly acknowledged the execution of the same.