

MORTGAGE RECORD 88

Receiving No. 15682

Reg. No. 3153
Fee Paid \$11.50

MORTGAGE EXTENSION

WHEREAS, The Security Benefit Association is the present owner of the promissory note of date September 30, 1937, executed by Charles E. Howard & Maude M. Howard, his wife to The Security Benefit Association due October 1, 1942 for the sum of FIVE THOUSAND FIVE HUNDRED and 00/100 DOLLARS, of which there remains unpaid the sum of FOUR THOUSAND SIX HUNDRED and 00/100 DOLLARS, and which said note is secured by a mortgage on real estate situated in the County of Douglas, State of Kansas, which said mortgage was filed for record in the office of the Register of Deeds of said County and State on the 30th day of September, A. D. 1937, and recorded in book 83 at page 216, and

WHEREAS, Charles E. Howard and Maude M. Howard is the legal owner of the real estate conveyed by said mortgage.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the promise of The Security Benefit Association to extend the time of payment of the principal remaining due on said note as follows:

\$50.00	due April 1, 1943	\$50.00	due October 1, 1945
\$50.00	due October 1, 1943	\$50.00	due April 1, 1946
\$50.00	due April 1, 1944	\$50.00	due October 1, 1946
\$50.00	due October 1, 1944	\$50.00	due April 1, 1947
\$50.00	due April 1, 1945	\$150.00	due October 1, 1947

We whose names are hereunto subscribed, hereby agree jointly and severally to assume and pay said indebtedness, and pay interest thereon from October 1, 1942 at the rate of 4 1/2 per cent per annum, payable on the 1st day of April & October of each year, provided the same is paid when due, otherwise the installments of both principal and interest are to draw ten per cent interest per annum after due. It is understood and agreed that none of the other conditions and obligations of said note and mortgage, except as herein mentioned shall be affected by this extension, but shall remain in full force and effect and shall be binding upon us. In case of default of payment of any installment of said interest or principal, or in case of non-payment of taxes, or breach of any of the covenants contained in said original note or mortgage, as extended by this agreement, it shall be optional with the legal holder of said note to declare said principal sum immediately due and payable.

WITNESSETH OUR HANDS, this 18th day of September 1942.

Charles E. Howard
Maude M. Howard

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 21st day of Sept. A. D. 1942, before me, the undersigned, a Notary Public in and for said County and State, came Charles E. Howard and Maude M. Howard his wife who are personally known to me to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same

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

(SEAL) My commission expires 10/3. 1944

Arthur S Peek
Notary Public

Recorded September 22, 1942 at 9:30 A. M.

Harold A. Beck

Register of Deeds

MORTGAGE

Receiving No. 15691

REG. NO. 3156
FEE Paid \$8.25

This Mortgage, Made this 4th day of September in the year of Our Lord One Thousand Nine Hundred and for two by and between Mount Oread House Corporation of the County of- and State of Kansas, party of the first part and Chapter House Commission of the Pi Kappa Alpha Fraternity party of the second part.

Witnesseth, That said party of the first part, for and in consideration of the sum of Thirty-three hundred (\$3300.00) no/100 Dollars to be in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part and to their heirs and assigns forever, all of the following described tract, piece and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Commencing at a point on the West line of Tennessee Street in the City of Lawrence, 188 feet North from the South line of Section Thirty-one (31) Township Twelve (12) Range Twenty (20), and running thence West 250 feet, thence North 95 feet, thence East 250 feet to Tennessee Street, thence South 95 feet to place of beginning, all in the City of Lawrence.

This note is secured by mortgage on 1407 Tennessee, Lawrence, Kansas.

September 4, 1942

For Value Received, We promise to pay Chapter House Commission of Pi Kappa Alpha fraternity or order the sum of thirty three hundred and no/100 DOLLARS, \$3,300.00 at Atlanta, Georgia in monthly installments, payable as follows: to-wit

Fifty (\$50.00) - - - Dollars on the 15th day of October 1942and

Fifty (\$50.00) - - - Dollars on the 15th day of each succeeding month except July, August, September.

thereafter, until the whole sum named is fully paid including interest from this date at the rate of 5% per cent per annum. The interest on each installment, and the interest on the unpaid balance of the principal sum is to be paid at the maturity of each installment. If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once, and bear interest at 5% per cent per annum. Privilege is given to pay two or more installments at any, payment time.

MOUNT OREAD HOUSE CORPORATION
A. Harry Bennett Pres.
Francis H. Brown Treas.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging unto the said party of the second part, and to their heirs and assigns forever; PROVIDED, ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said Mount Oread House Corporation has this day executed and delivered a certain promissory note in writing to the party of the second part, payable at Atlanta, Georgia as follows, to-wit:

Fifty Dollars on the 15th day of October, 1942, and Fifty Dollars on the 15th day of each succeeding month until July, August, and September, thereafter until the whole sum named is fully paid, including interest from the date at the rate of 5% per annum. The Fifty Dollar payment includes interest on unpaid balance.

Now, if the said Mount Vreard House Corporation shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, the these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon be not paid when the same become due, then, and in that case, the whole of said sum, and interest shall, at the option of said party of the second part by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note..., and the whole of said sum..., shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said

I hereby certify that the above is a true and correct copy of the original mortgage as recorded in the office of the County Clerk of the County of [] State of [] on the [] day of [] 19[].

[Signature]
 County Clerk