

DOUGLAS COUNTY

Receiving No. 16586

Reg. No. 33007
Fee Paid \$4.75

EXTENSION AGREEMENT

Whereas, ELIZABETH A. NASON and JAMES W. NASON, her husband, executed and delivered to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a certain note secured by a mortgage upon real property situated in Douglas County, Kansas, dated April 20, 1937, which said mortgage was recorded in said County on May 24, 1937, in Volume 63 of Mortgages, on page 150, and which said note and mortgage are now owned and held by The Prudential Insurance Company of America, and

Whereas, the said note has matured, or will mature on May 1, 1942, either in accordance with its terms or by virtue of the terms of a previous extension, and

Whereas, title to the mortgaged premises is now vested in ELIZABETH A. NASON and JAMES W. NASON, her husband, owner, subject to said mortgage and

Whereas, the said Insurance Company has been requested to extend the time of payment of the indebtedness represented by the aforesaid note upon the terms hereinafter set forth, which it has agreed to do in consideration of the agreement herein contained on the part of the signers hereof, provided the said mortgage loan is not in default in any respect as of the aforesaid date of maturity, and provided that the principal amount remaining unpaid on that date shall be no greater than the sum of ONE THOUSAND NINE HUNDRED & NO/100 DOLLARS -- which provisions shall be conditions of this agreement,

Now, Therefore, the undersigned hereby jointly and severally promise and agree to pay the said principal sum of ONE THOUSAND NINE HUNDRED & NO/100 DOLLARS as follows: \$1,900.00 due and payable on May 1, 1947, with interest thereon from May 1, 1942, to May 1, 1947, or until default, at the rate of five (5) per cent per annum, payable semi-annually; and with interest after maturity or after default in the payment of principal or interest, as set forth in said note, if such interest rate after default or after maturity be lawful under present statutes; but if not, then at the maximum rate permissible under such statutes.

PREPAYMENT PRIVILEGE, Privilege is given to make additional payments on the principal of this indebtedness in sums of \$100 or multiples thereof on any date when interest becomes due and payable; provided, however, that the amount so paid during any year ending at an anniversary of the date from which interest accrues hereunder, added to obligatory principal payments, if any, falling due within such one year period, shall not exceed one-fifth of the principal sum payable under the terms of this instrument.

The aforesaid owner agrees to keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgagee in insurance companies and in amount satisfactory to the Mortgagee, and the policies shall contain all proper clauses for the protection of the Mortgagee. If the owner shall fail to perform the above agreement the Mortgagee may declare the Mortgage in default, with the same appropriate penalties as recited in the Mortgage for other defaults, and may effect said insurance and all money paid therefor with interest at the penalty rate recited in said Mortgage shall be secured by and collectible under said Mortgage.

The parties who execute this agreement hereby agree that said mortgage shall continue a first lien upon the premises described therein, and further agree to perform each and every of the terms, covenants, conditions and agreements in said note and mortgage as herein modified.

In Witness Whereof, the said ELIZABETH A. NASON and JAMES W. NASON, her husband have hereunto set their hands and seals this 1st day of April, 1942,
Witness:

Elizabeth A. Nason
James W. Nason

STATE OF KANSAS)
COUNTY OF Shawnee) SS;

Be it remembered, that on this 28 day of September A.D. 1942 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ELIZABETH A. NASON and JAMES W. NASON, her husband, who are personally known to me to be the same persons who executed the within and foregoing instrument, and such persons duly acknowledged the execution of the same.

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

(SEAL) Term expires: July 6, 1946

Laura Morgan
Notary Public, Shawnee, County, Kansas

Recorded January 4, 1943 at 11:15 A. M.

W. A. Beck

Register of Deeds

Receiving No. 16588

MORTGAGE

Reg. No. 3301
Fee Paid \$ 6.25

This Mortgage, made the 4th day of January, A.D. 1943, Between J. J. Street and Louella Street, husband and wife of the City of Lawrence, in the County of Douglas, and State of Kansas, parties of the first part, and Annie L. Keeler party of the second part.

Witnesseth: That whereas the said parties of the first part are justly indebted to Annie L. Keeler for money borrowed in the sum of Two Thousand Five Hundred and no/100 DOLLARS, to secure the payment of which they have executed a promissory note, of even date herewith, for the principal sum of Two Thousand Five Hundred and no/100 DOLLARS, with interest from date until maturity, at the rate, set forth in said note being an installment note by the terms of which the said parties of the first part agree to pay to Annie L. Keeler, or order the principal and interest in monthly instalments as follows, namely:

Beginning on the first day of February, 1943, and on the first day of each month thereafter, up to and including July 1, 1943, the sum of Fifty and no/100 Dollars and on the first day of each month thereafter the sum of Thirty-Five and no/100 Dollars and the balance of said principal sum due and payable on the first day of January, 1950. The aforesaid monthly payments of Fifty or Thirty-Five and no/100 Dollars each are to be applied first to interest at the rate set forth in said note on the principal sum of Two Thousand Five Hundred and no/100 Dollars, or so much as shall from time to time remain unpaid, and the balance of each monthly instalment shall be applied on account of principal.

Said note provides that if any part of the principal or interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent. per annum, and said note is made payable to the order of said Annie L. Keeler, at Keeler Book Store, of Lawrence, Kansas or at such other place as may be designated in writing by the owner and holder of the note, secured by this mortgage, in lawful money of the United States of America.

Now therefore, this Indenture, Witnesseth: That the said parties of the first part, in consideration of the premises and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant the said party of the second part, its successors and assigns forever, all the following described land and premises, situated and being in the City of Lawrence, in the County of Douglas and State of Kansas, to-wit:

Lot 186 on Kentucky Street.

And the said parties of the first part expressly agree to pay all instalments of principal and/or interest of said note promptly as they become due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the county or town