

MORTGAGE RECORD 88

interest in and to all rents, royalties, bonus payments and delay moneys that may be payable to them from any lessees or tenants of said property, and directs said tenants and lessees, on demand, to pay to the said Business Men's Assurance Company of America, its successors and assigns, all such rents, royalties, bonus payments and delay moneys that may be payable to them; provided that if the agreements, covenants, and conditions in said mortgage shall be faithfully performed, this assignment shall be void, otherwise to remain in full force and effect.

That the second party, its successors and assigns, shall be subrogated for further security to the lien, though released or record, of any and all encumbrances paid out of the proceeds of the loan secured by this Mortgage;

That appraisal of said property at a sale under this mortgage, and all benefits of the homestead, exemption and stay laws of the State of Kansas are hereby waived by said first party;

That the property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract of payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

NOW, if the payments are made as provided and all covenants and agreements fulfilled, this mortgage shall be null and void and shall be released at the cost of the first party, which cost first party agrees to pay, but if the first party shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part of either, or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or the security impaired, or if any of the terms of this contract are violated, then and in any or either of said events, the whole of the sums hereby secured shall, at the option of the second party, or the legal owner of said indebtedness, become immediately due and payable without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under direction of the Court, and any amount so collected by such Receiver shall be applied, under direction of the Court, to the payment of any judgment rendered or amount found due upon foreclosure of this mortgage.

First Party wherever used in this instrument shall be construed to include heirs, executors, administrators or assigns, or successors or assigns of the First Party.

DATED this 21st day of January, 1943

L. E. Anderson  
Mervyn Agnew Anderson

STATE OF KANSAS ) SS  
Douglas County )

BE IT REMEMBERED, That on this 21st day of January A. D. 1943 before me, A. U. Evans, a Notary Public in and for said County and State, came L. E. Anderson and Mervyn Agnew Anderson, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

(SEAL) My Commission Expires October 7, 1944.

A U Evans  
Notary Public

Recorded January 22, 1943 at 9:50 A. M.

*Harold A. Beck*  
Register of Deeds

This release was written on the original mortgage entered this 14 day of January 1943

*Harold A. Beck*  
Reg. of Deeds  
*Barbara Lecher*  
Deputy

Receiving No. 16691

EXTENSION AGREEMENT

Reg. No. 3309  
Fee Paid \$11.25

WHEREAS, The Security Benefit Association is the present owner of the promissory note of date November 6, 1937, executed by Estelle E. Duffee to The Security Benefit Association due February 1, 1943, for the sum of FIVE THOUSAND and 00/100 DOLLARS of which there remains unpaid the sum of FOUR THOUSAND FIVE HUNDRED FIFTY 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 6th day of November, A.D. 1937, and recorded in book 83 at page 246, and

WHEREAS, Lloyd Duffee 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 February 1, 1943	\$50.00 Due February 1, 1946
50.00 due August 1, 1943	50.00 due August 1, 1946
50.00 due February 1, 1944	50.00 due February 1, 1947
50.00 due August 1, 1944	50.00 due August 1, 1947
50.00 due February 1, 1945	4,050.00 due February 1, 1948
50.00 due August 1, 1945	

we whose names are hereunto subscribed, hereby agree jointly and severally to assume and pay said indebtedness and pay interest thereon from February 1, 1943 at the rate of 4 1/2 per cent per annum, payable on the 1st day of February & August 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 16th day of January, 1943.

Estelle E Duffee

STATE OF KANSAS, DOUGLAS COUNTY SS.

BE IT REMEMBERED, That on this 23rd day of Jan. A.D. 1943, before me, the undersigned, a Notary Public, in and for said county and State came Estelle E Duffee 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.

Aruthur S. Peck Notary Public.

Recorded January 23, 1943 at 10:00 A. M.

*Harold A. Beck*  
Register of Deeds