

MORTGAGE RECORD 88

5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as it may require and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee who may make proof of loss if note made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly and the insurance proceeds or any part thereof, may be applied by the Mortgagee at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof at four and one-half per centum (4½%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby then any sums owing by the Mortgagor to the Mortgagee shall at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisal is hereby waived.

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within six months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the six months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Ethel Murphy Filkin
Roy S. Filkin

STATE OF KANSAS,)
COUNTY OF Douglas) SS:

BE IT REMEMBERED that on this 19th day of April, 1943, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ethel Murphy Filkin and Roy S. Filkin, her husband to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

Geo D Walter

(SEAL) My Commission expires August 19, 1943.

Notary Public

Recorded April 19, 1943 at 4:20 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 17257

EXTENSION AGREEMENT

Reg. No. 3398

Fee Paid \$5.75

THIS AGREEMENT made the 27th day of January, 1943, between THE PENN MUTUAL LIFE INSURANCE COMPANY, A Pennsylvania Corporation, hereinafter called "Penn Mutual" and Jake Bidinger and Margaret Bidinger, his wife hereinafter called "Obligors," whether one or more, WITNESSETH THAT:

WHEREAS, the Penn Mutual is the owner and holder of the bond, note or notes, dated February 3rd, 1926, executed by Winifred Bidinger and O. A. Bidinger, and delivered to The Central Trust Company in the original principal amount \$2,500.00 and secured by a mortgage, deed of trust or security deed upon premises located County of Douglas, State of Kansas, and recorded in that county in Book 70 at page 1, and assigned to The Penn Mutual Life Insurance Company by assignment dated the 3rd day of March, 1926, Recorded March 4th, 1926, in Book 67, Page 308, title to which mortgaged premises is now vested in Jake Bidinger and Margaret Bidinger subject to the bond note or notes and mortgage, deed of trust or security deed which are hereinafter called "the obligation," and the Obligors have requested the Penn Mutual to extend the time for performance of the obligation, IT IS AGREED in consideration of the mutual agreements herein, that:

1. The Penn Mutual agrees to extend the time for payment of the principal indebtedness of \$2,350.00 now remaining unpaid under the obligation so that it shall be payable as follows:

\$50.00	Feb. 1, 1944
50.00	Feb. 1, 1945
50.00	Feb. 1, 1946
50.00	Feb. 1, 1947
2150.00	Feb. 1, 1948

2. The Obligors agree to pay such principal indebtedness as above extended together with interest on any unpaid balance from February 1, 1943 at the rate of 4½% per annum until due, payable August 1, 1943 and semi-annually thereafter, until paid, at the rate provided in the obligation, and agree not to tender payment of principal except when due as herein provided.

3. The Obligors agree that if a default shall exist for a period of thirty days in the failure to pay the principal indebtedness of any instalment thereof or interest thereon or in the performance of any of the terms and conditions of the obligation as modified by this agreement, the Penn Mutual may thereupon at its option, declare the entire principal indebtedness with interest immediately due and payable and may proceed to collect the same and avail itself of all the rights and remedies given to it under the obligation in the event of a default.

4. All the terms and conditions of the obligation shall remain in full force except as modified expressly by this agreement, and that the statute of limitations shall not commence to run against the obligation until the expiration of the time for payment of the indebtedness as herein extended.

5. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Insurance Company and the Obligors, respectively.

At the end of one year or at any interest paying date thereafter, Mortgagor has the option to pay on the principal of this note \$100 or any multiple thereof.

IN WITNESS WHEREOF, The Penn Mutual Life Insurance Company has caused this agreement to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, and each of the obligors has hereunto set his hand and seal or caused this agreement to be executed by its authorized officers and its corporate seal to be affixed the day and year first above written.