

DOUGLAS COUNTY

SIGNED SEALED AND DELIVERED (CORP. SEAL)
IN THE PRESENCE OF
F. X. Probsting
J. M. Trucksess

THE PENN MUTUAL LIFE INSURANCE COMPANY
By George S Moffet Assistant to the President
Attest Sydney A Smith Secretary
Jake Bidinger
Margaret Bidinger

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) SS

On the 25th day of February, 1943, before me, a Notary Public in and for the above county and state, personally appeared Sydney A Smith, Secretary of The Penn Mutual Life Insurance Company, known to me, who being duly sworn according to law says that he was personally present at the execution of the foregoing extension agreement and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed is the common or corporate seal of the said corporation; that the foregoing extension agreement was duly sealed and delivered as and for the act and deed of the corporation for the uses and purposes therein mentioned by authority of the By-Laws of the corporation, and that the names, of this deponent as Secretary and of George S. Moffett, as Assistant to the President of the corporation signed thereto in attestation of its due execution and delivery are of their respective handwritings.

WITNESS, my hand and notarial seal the day and year aforesaid.
(SEAL) My Commission Expires: Feb. 17, 1946
State of Kansas)
Douglas County) SS

John Farquhar Notary Public

BE IT REMEMBERED, That on this 9th day of April, 1943, before me, the undersigned, a Notary Public in and for the County and State aforesaid came, Jake Bidinger and Margaret Bidinger, his wife who are personally known to me to be the same persons who executed the within instrument of writing and such person 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) My Commission expires July 24, 1943

Roland I. Kraft Notary Public

Recorded April 20, 1943 at 9:30 A. M.

Harold A. Beck

Register of Deeds

Receiving No. 17258 ✓

Reg. No. 3399
Fee Paid \$.25

M O R T G A G E

THIS INDENTURE, Made this 27th day of January, in the year of our Lord nineteen hundred and forty-three by and between Jake Bidinger and Margaret Bidinger, his wife of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST CO., party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of ONE HUNDRED SIXTEEN and 50/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL, CONVEY and WARRANT unto the said party of the second part its successors and assigns, all of the following-described real estate situated in County of Douglas and State of Kansas, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-three (33), Township Twelve (12) Range Eighteen (18), East of the Sixth Principal Meridian.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance except a certain mortgage of even date herewith for TWENTY-FIVE HUNDRED DOLLARS reduced to TWENTY THREE HUNDRED FIFTY DOLLARS, time of payment of which has been extended to February 1, 1948.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered their certain promissory note in writing to said party of the second part for the sum of \$116.50 payable in four installments as follows:

\$29.13	Due	August 1, 1943	\$	Due	19--
\$29.13	Due	February 1, 1944	\$	Due	19--
\$29.12	Due	August 1, 1944	\$	Due	19--
\$29.12	Due	February 1, 1945	\$	Due	19--
\$	Due	-- 19--	\$	Due	19--

with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of THE CENTRAL TRUST CO., Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the services of THE CENTRAL TRUST CO. in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal or any prior mortgage, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien, or incumbrance on said premises other than herein stated, or any unpaid taxes or any insurance premiums, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural include the singular.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Jake Bidinger
Margaret Bidinger

STATE OF KANSAS, Douglas COUNTY, SS.

BE IT REMEMBERED, That on this 20th day of March A. D. 1943, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jake Bidinger and Margaret Bidinger, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, 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) Commission expires 7/24, 1943

Recorded April 20, 1943 at 9:35 A. M.

Roland I. Kraft Notary Public

Harold A. Beck

Register of Deeds

This mortgage has been paid in full. The Central Trust Company By George S. Moffett, Secretary

This instrument was written on the 19th day of Feb. 1943
Harold A. Beck
Reg. of Deeds