

MORTGAGE RECORD 88

thence, NORTH EIGHTY EIGHT DEGREES AND FORTY MINUTES EAST THREE HUNDRED AND FORTY ONE AND THIRTY FIVE HUNDREDTHS FEET, (341.35) to an iron pipe, IN THE CENTER OF THE PUBLIC ROAD, THENCE, NORTH FORTY DEGREES AND FIFTY FIVE MINUTES EAST SEVEN HUNDRED AND FIFTY THREE AND NINE TENTHS FEET (753.9) to an iron pipe, thence, NORTH THIRTY THREE DEGREES AND THREE MINUTES EAST NINE HUNDRED AND NINETY NINE AND FIVE TENTHS FEET (999.5) to an iron pipe, in the south line of the A. T. & S. F. Railway right of way, thence, SOUTH SIXTY NINE DEGREES AND FIFTY THREE MINUTES EAST EIGHT HUNDRED AND FIFTY ONE FEET (851) to an iron pipe in the West line of the School grounds of School District No. 1, thence SOUTH THIRTY FIVE DEGREES AND ELEVEN MINUTES WEST THREE HUNDRED AND FORTY SEVEN AND EIGHTY THREE HUNDREDTHS FEET (347.83) along the West line of said School grounds to an iron pipe at the Southwest corner of said School grounds, thence, SOUTH THIRTY TWO DEGREES AND FIFTY THREE MINUTES WEST FOUR HUNDRED AND NINETY SEVEN AND SEVENTEEN HUNDREDTHS FEET (497.17) along the East bank of the waters known as Lakeview to an iron pipe, thence SOUTH EIGHTY NINE DEGREES AND FORTY SIX MINUTES WEST TWENTY FEET (20) to an iron pipe, thence, SOUTH THIRTY SEVEN DEGREES AND FIFTY NINE MINUTES WEST ONE THOUSAND ONE HUNDRED AND THIRTY NINE AND ONE TENTH FEET (1139.1) to an iron pipe, thence NORTH EIGHTY NINE DEGREES AND FORTY SIX MINUTES EAST FIFTY NINE FEET (59) to a concrete monument in the center of the public road, thence SOUTH SIXTY SEVEN DEGREES AND TWENTY SIX MINUTES WEST FIVE HUNDRED AND THIRTY THREE FEET (533) along center of public road to a concrete monument, thence South FIFTY THREE DEGREES AND THIRTY THREE MINUTES WEST THREE HUNDRED AND SEVENTY SIX FEET (376) along center of public road to a concrete monument, thence, SOUTH SIXTY EIGHT DEGREES AND FORTY THREE MINUTES WEST FOUR HUNDRED AND FORTY FEET (440) along center of public road to a concrete monument, thence, SOUTH NO DEGREES AND FIFTY SIX MINUTES WEST TWO HUNDRED AND EIGHT TWO AND TWO TENTHS FEET (282.2) to an iron pipe, thence, NORTH EIGHTY NINE DEGREES AND TWENTY TWO MINUTES WEST SEVEN HUNDRED AND SEVENTY ONE AND TWENTY SIX HUNDREDTHS FEET (771.26) to an iron pipe, IN THE SECTION line between Sections 15 & 16, thence NORTH ONE THOUSAND ONE HUNDRED AND FORTY FIVE AND SIXTY FIVE HUNDREDTHS FEET (1145.65) to an iron pipe in the waters of Lake view, thence, NORTH SEVENTY DEGREES AND FIFTY TWO MINUTES WEST EIGHT HUNDRED AND FIFTY TWO AND NINETY FIVE HUNDREDTHS FEET (852.95) to an iron pipe in the WATERS of Lake view, thence, SOUTH NO DEGREES AND ONE MINUTE WEST SEVEN HUNDRED AND SIXTY FOUR AND FOUR TENTHS FEET (764.4) to an iron pipe, thence NORTH SEVENTY EIGHT DEGREES AND THIRTY SEVEN MINUTES WEST FOUR HUNDRED AND TWENTY ONE FEET (421) to an iron pipe in an old oak stump, thence NORTH FIFTY FIVE DEGREES AND FIFTY TWO MINUTES WEST FOUR HUNDRED AND FORTY SEVEN AND FIVE TENTHS FEET (447.5) to the center of a Hackberry tree, thence, NORTH FIFTY NINE DEGREES AND TWENTY TWO MINUTES WEST THREE HUNDRED FEET (330) to an iron pipe, thence, NORTH EIGHTY FOUR DEGREES AND TWENTY TWO MINUTES ONE HUNDRED FEET (100) to an iron pipe, thence NORTH SIXTY EIGHT DEGREES AND TWENTY TWO MINUTES SEVEN HUNDRED AND THIRTY NINE FEET (739) to an iron pipe in the West line of the Northeast quarter of Section 16, thence NORTH FIFTY SIX DEGREES AND FORTY MINUTES WEST FOUR HUNDRED AND NINETY TWO FEET (492) to an iron pipe, thence NORTH SIXTY DEGREES AND NO MINUTES WEST THIRTY FEET (30) to an iron pipe, thence NORTH THIRTY FIVE DEGREES AND FIFTY FIVE MINUTES WEST SEVEN HUNDRED AND NINETY SEVEN AND NINETY THREE HUNDREDTHS FEET (797.93) to an iron pipe, in the North line of the Northwest quarter of Section 16, thence, SOUTH EIGHTY NINE DEGREES AND FOURTEEN MINUTES EAST SEVEN HUNDRED AND FORTY FOUR FEET (744) to an iron pipe at the place of beginning, containing 117.82 acres more or less, all in Douglas County, Kansas; and

WHEREAS, bonds were issued upon the security of said mortgage, maturing serially in varying amounts from 1927 to 1946, inclusive, and part of said bonds have been paid, and second party has purchased and is the owner of all the outstanding bonds secured by the said mortgage, and there is a balance of indebtedness thereon from first party to second party at the date of this instrument in the amount of \$5,996.58; and

WHEREAS, the trustee named in the said mortgage, The Columbian Title and Trust Company, has heretofore resigned as such trustee, and second party, C. A. Karlan, has been duly appointed and designated as trustee under said mortgage, and is the sole owner of all rights of the grantee in said mortgage, both as trustee and individually as owner of all the indebtedness secured thereby, and there is no necessity for the continuation of such trusteeship and

WHEREAS, the parties hereto have agreed that the time for the payment of the balance of said indebtedness should be extended for three years from the date hereof, with interest at five per cent per annum from this date, payable semi-annually, first party to have the privilege of paying \$100.00 or any multiple thereof on any interest paying date;

NOW, THEREFORE, the parties hereto, for themselves, and their representatives and assigns, hereby mutually agree that the balance of indebtedness secured by said mortgage dated November 1, 1926, is \$5,996.58 on the date of this agreement; and that the time for the payment of the said balance of indebtedness be and the same is hereby extended for a period of three years from the date hereof, and first party agrees to pay the said balance of said indebtedness, at the time above set out, together with interest at five per cent per annum, payable semi-annually; first party to have the privilege of paying \$100.00 or any multiple thereof to apply on the principal balance at any interest paying date.

It is expressly understood and agreed that nothing herein contained shall be construed to impair the security of second party, his executors, administrators or assigns, as grantee in said mortgage and as assignee of all of the rights of the trustee and bondholders thereunder; nor to affect nor impair his right to accelerate the maturity thereof and to declare due and payable the balance of the mortgage debt with interest at any time in case of the nonpayment of interest or taxes or other breach of the terms of the said mortgage.

And the parties to this agreement further agree that said mortgage shall continue a first lien upon said premises, and that all the covenants and conditions of said mortgage shall continue in force so far as they are not inconsistent with this extension agreement, to which they are to apply as fully as if the terms of this agreement were originally a part of said mortgage.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

(CORP. SEAL)

THE LAKEVIEW FISHING AND SHOOTING ASSOCIATION
By O G Colwell President
Attest: F L Sturges Secretary
First Party.
C A Karlan Second Party.

STATE OF KANSAS, COUNTY OF Shawnee, SS:

BE IT REMEMBERED that on this 7 day of September, 1943, before me, the undersigned, a notary public in and for the county and state aforesaid, came O. G. Colwell president of The Lakeview Fishing and Shooting Association a corporation, and F. L. Sturges, secretary of said corporation, who are personally known to me to be the same persons who executed the above and foregoing instrument of writing as president and secretary respectively and said O. G. Colwell, as president of said corporation, duly acknowledged the execution of the same as president of said corporation, and acknowledged the same to be the act of the corporation; and F. L. Sturges, secretary of the said corporation, duly acknowledged the attestation of the same as such secretary for and on behalf of said corporation, and that he affixed thereto the common seal of said corporation,

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

(SEAL) My commission expires January 17, 1946

Valletta S. Husband
Notary Public

Recorded September 10, 1943 at 8:00 A. M.

Harold A. Beck Register of Deeds