

## MORTGAGE RECORD 88

WHEREAS, the Business Men's Assurance Company of America, the present owner and holder of said note and mortgage, has been requested to grant an extension in the time of payment of the sum of Three Thousand Seven Hundred Dollars (\$3,700.00), the amount now unpaid on said indebtedness, as hereinafter agreed, which the owner and holder of said indebtedness and mortgage has consented to do; said sum being the balance due on the original principal of Seven Thousand Dollars (\$7,000.00).

NOW, THEREFORE, in consideration of the assumption by said Arthur Fritzel and wife Minnie M. Fritzel, of the payment of said unpaid balance, it is agreed that said sum of Three Thousand Seven Hundred Dollars (\$3,700.00), together with interest thereon at the rate of four and one-half per cent per annum from April 1, 1944, shall become due as follows:

\$250.00 to principal, plus interest, payable on each October 1, and April 1, beginning October 1, 1944, and continuing until April 1, 1949, when the remaining balance of principal and interest shall be due and payable.

The said Arthur Fritzel and wife, Minnie M. Fritzel, as further and additional security for the payment of the debt hereinbefore described, assign to the Business Men's Assurance Company of America, its successors and assigns, all right, title and 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 and this extension agreement shall be faithfully performed, this assignment shall be void, otherwise to remain in full force and effect.

Privilege is given to make additional payments on account of the principal sum of this note on any interest payment date, such payments, however to be for the exact amount of such portion of any consecutive number of ensuing payments as would be applied to principal if those payments were made when due; such additional payments, including obligatory principal payments, shall not exceed 1/5 of the present principal sum of this note during any one year period beginning at an anniversary of the note.

IN CONSIDERATION of said extension, said Arthur Fritzel and wife Minnie M. Fritzel, agree that said mortgage shall continue a first lien upon said premises and that the original note and mortgage, and all their covenants and conditions, shall remain in full force and effect except as herein modified.

IN WITNESS WHEREOF, the said Arthur Fritzel and wife, Minnie M. Fritzel, have affixed their signatures hereto this day of April, 1944.

Arthur Fritzel  
Minnie M. Fritzel

STATE OF KANSAS, COUNTY OF DUBLAS, SS.

BE IT REMEMBERED, That on this 10th day of April, A. D. 1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Arthur Fritzel and wife Minnie M. Fritzel, 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 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 APRIL 17, 1947

Rose Gieseman  
Notary Public in and for said County and State

Recorded April 10, 1944 at 1:45 P.M.

Harold A. Beck Register of Deeds

Receiving No. 20379 ✓

MORTGAGE

Reg. No. 3719  
Fee Paid..\$4.50

This release was written on original mortgage this 21 day of Sept 1945  
Harold A. Beck Reg. of Deeds

THIS MORTGAGE, made the twenty-first day of March, A. D. 1944, BETWEEN JOHN NEUSCHAFER and JOSEPHINE NEUSCHAFER, husband and wife, of the County of Douglas, and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, existing under and by virtue of the laws of New Jersey and having its chief office in the City of Newark, State of New Jersey, party of the second part, WITNESSETH: That whereas the said parties of the first part are justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS, to secure the payment of which they have executed their promissory note, of even date herewith, payable on the first day of March, A.D. 1949, being principal note, which note bears interest from March 1, 1944 at the rate therein set forth, payable semi-annually.

Said note provides that both principal and interest bear interest after maturity or upon any default in payment of interest at the rate of ten (10) per cent per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its office in Newark, New Jersey, 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 unto the said party of the second part, its successors and assigns, forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

The East Half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the North 95 feet of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ); also the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), less 95 feet off the South side thereof; all in Section One (1), Township Twelve (12) South, Range Seven - teen (17) East of the Sixth Principal Meridian, containing 119.82 acres, more or less.

AND the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes, and assessments of any type or nature 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 wherein said land is situated, the parties of the first part shall pay such taxes or assessments when the same become due and payable; and that they will keep the building upon the above described real estate insured in such forms of insurance as may be required by the party of the second part in solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, and deliver the said policy or policies to the party of the second part, or assigns, as collateral security for the debt hereby secured. The said parties of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to

The amount secured by this mortgage has been paid in full, and the same is hereby canceled this 6th day of September, 1945 by the Prudential Insurance Company of America  
By H. H. Ammerman, Vice President  
H. H. Brubaker Assistant Secretary (Corp. Seal)