

DOUGLAS COUNTY

so as to affect this mortgage, the holder of this mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the land requiring the payment of the mortgage debt. If such notice be given, the said debt shall become due, payable and collectible at the expiration of said thirty days.

And it is agreed that in case default shall be made in the payment of the principal of said note or any installment thereof or of any interest thereon when due, or in the payments of any insurance premiums, taxes or special assessments, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees, herein specified, shall, at the option of the party of the second part, its successors or assigns, become due and payable at once without notice to the parties of the first part, and be collectible at once by foreclosure or otherwise, and appraisal is hereby expressly waived.

As additional and collateral security for the payment of said note, the mortgagor hereby assigns to said mortgagee, its successors or assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage.

Provided, however, that said party of the second part, its successors or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor, except as to sums actually collected by it or them, and that the lessees in any such leases, shall account for such rights or benefits to the parties of the first part or their assigns until notified by legal holder thereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible at the option of the holder of this mortgage.

In case of the renewal or extension of the indebtedness hereby secured, or any part thereof, all the provisions of this mortgage and lien thereof, from its date, shall remain in force as fully and with the same effect as if it were made originally to mature at such extended time.

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

W. H. Weeks
Florence M. Weeks

STATE OF KANSAS }
Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of July A. D. 1944 before me, the undersigned, a Notary Public, in and for said county and state, came W. H. Weeks and Florence M. Weeks, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year last above written.

Pearl Emick
Notary Public

(SEAL) My commission expires on the 31st day of December, 1944.

Recorded July 7, 1944 at 4:45 P. M.

Harold A. Beck Register of Deeds

Receiving No. 21073

Reg. No. 3814
Fee Paid \$3.25

EXTENSION AGREEMENT

The undersigned hereby covenant that they are the legal owners of the real estate conveyed to The Trustees of Baker University by a Mortgage dated November 1, 1926, and recorded at Page 460 of Book 67 of Mortgages in the Office of the Register of Deeds of Douglas County, Kansas; and given to secure the payment of a note or bond for the sum of \$2,000.00 due and payable November 1, 1931, which note or bond was extended to January 1, 1937 in the amount of \$1,800.00 and again extended to January 1, 1943 in the amount of \$1,700.00, on which it is hereby acknowledged there is due and unpaid the sum of \$1,300.00 of principal money and in consideration of the Agreement of the said The Trustees of Baker University to extend the time of payment in the following manner, to-wit:

One Hundred Dollars (\$100.00) to be paid on January 1, 1945
One Hundred Dollars (\$100.00) to be paid on January 1, 1946
One Hundred Dollars (\$100.00) to be paid on January 1, 1947
One Hundred Dollars (\$100.00) to be paid on January 1, 1948
Nine Hundred Dollars (\$900.00) to be paid on January 1, 1949

the undersigned hereby promise and agree to and with The Trustees of Baker University to assume and to pay the principal sum due on said note or bond to the said The Trustees of Baker University or order at the Office of the Treasurer of The Trustees of Baker University, at Baldwin, Kansas, as above indicated, and also the interest thereon at the rate of 4½% per annum in semi-annual payments during the said term of this extension, from 1/1/44 said interest installments to be due on the first day of January and the first day of July of each year during the period of this extension, and said principal and interest installments to bear interest at the rate of ten per cent per annum after maturity; all conditions, covenants and agreements contained in said Mortgage are hereby continued in full force and ratified, and this agreement shall bear the same relation thereto and be construed therewith in the same manner as the original note or bond hereby extended; and in case of default in payment of any of said principal or interest installments, or breach of any of the covenants contained in said Mortgage and extension, it shall be optional with said Mortgagee or assigns to declare said principal sum immediately due and payable. The undersigned reserve the privilege to pay on said principal amount \$100.00, or any multiple thereof, at any interest pay day before maturity.

In Witness Whereof, the undersigned have affixed their signatures hereto this 4th day of April 1944.

L. E. Andrews
Anna Andrew

State of Kansas
Douglas County

Before me Edna Mae O'Hare a Notary Public in and for said County and State, on this 4th day of April 1944 personally appeared L. E. Andrews and Anna Andrew to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above set forth.

(SEAL) My Commission expires July 27, 1946

Edna Mae O'Hare
Notary Public

Recorded July 13, 1944 at 9:40 A. M.

Harold A. Beck Register of Deeds

This note here-in changed, having been paid in full, this mortgage is hereby released and the lien thereby created, discharged.

This is a copy of the original mortgage of 1947.