

MORTGAGE RECORD 88

Reg. No. 3844
Fee Paid \$13.00

Receiving No. 21274

AGREEMENT FOR EXTENSION OF FARM LOAN NO. 248670

WHEREAS, JACOB SCHURLE and SOPHIE E. SCHURLE, his wife executed and delivered to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a certain note secured by a mortgage upon real property situated in Douglas County, Kansas, dated July 20, 1928, which said mortgage was recorded in said County on August 10, 1928, in Volume 75, of Mortgages, on page 358 and which said note and mortgage are now owned and held by The Prudential Insurance Company of America, and

WHEREAS, the said note has matured or will mature on August 1, 1943, either in accordance with its terms or by virtue of the terms of a previous extension, and

WHEREAS, title to the mortgages premises is now vested in SOPHIE E. SCHURLE, a widow owner, subject to said mortgage, and

WHEREAS, the said Insurance Company has been requested to extend the time of payment of the indebtedness represented by the aforesaid note upon the terms hereinafter set forth, which it has agreed to do in consideration of the agreement herein contained on the part of the signers hereof, provided the said mortgage loan is not in default in any respect as of the aforesaid date of maturity, and provided that the principal amount remaining unpaid on that date shall be no greater than the sum of FIVE THOUSAND TWO HUNDRED FIFTY & No/100 Dollars, which provisions shall be conditions of this agreement,

NOW THEREFORE, the undersigned hereby jointly and severally promise and agree to pay the said principal sum of FIVE THOUSAND TWO HUNDRED FIFTY & No/100 Dollars as follows: \$75.00 due and payable on February 1, 1945 and \$75.00 due and payable on August 1, 1945 and \$75.00 due and payable on February 1st and August 1st of each year thereafter up to and including February 1, 1950 and the balance of \$4,425.00 due and payable on August 1, 1950 with interest thereon from August 1, 1943, to August 1, 1950, or until default, at the rate of four and one half (4½) per cent, per annum, payable semi-annually; and with interest after maturity or after default in the payment of principal or interest, as set forth in said note, if such interest rate after default or after maturity be lawful under present statutes; but if not, then at the maximum rate permissible under such statutes.

PREPAYMENT PRIVILEGE: Privilege is given to make additional payments on the principal of this indebtedness in sums of \$100 or multiples thereof on any date when interest becomes due and payable; provided however, that the amount so paid during any year ending at an anniversary of the date from which interest accrues hereunder, added to obligatory principal payments, if any, falling due within such one year period, shall not exceed one-fifth of the principal sum payable under the terms of this instrument. Provided further that in the event of a bona fide sale by the maker hereof of the property which secures this indebtedness, payment in full or in part of the indebtedness may be made at, or at any time within 30 days after, the date of delivery of the deed in connection with such sale, such payment to be accompanied by a prepayment charge equivalent to 90 days interest on the amount paid. Provided further that upon the death of any person who shall be an owner of the property securing this indebtedness at the time of his death, payment in full or in part of the indebtedness may be made within one year of the date of death, together with interest on the amount paid to the date of such payment.

The aforesaid owner agrees to keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgage in insurance companies and in amount satisfactory to the Mortgagee, and the policies shall contain all proper clauses for the protection of the Mortgagee. If the owner shall fail to perform the above agreement the Mortgagee may declare the Mortgage in default, with the same appropriate penalties as recited in the Mortgage for other defaults, and may effect said insurance and all money paid therefor with interest at the penalty rate recited in said Mortgage shall be secured by and collectible under said Mortgage.

The parties who execute this agreement hereby agree that said mortgage shall continue a first lien upon the premises described therein, and further agree to perform each and every of the terms, covenants, conditions and agreements in said note and mortgage as herein modified.

IN WITNESS WHEREOF, the said SOPHIE E. SCHURLE, a widow, has hereunto set her hand and seal this 31st day of July, 1944.

(Mrs. Sophie E. Schurle)

STATE OF Missouri)
COUNTY OF Jackson ss.:

Be it remembered, that on this 31st day of July A. D. 1944 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came SOPHIE E. SCHURLE, a widow, who is personally known to me to be the same person who executed the within and foregoing instrument, 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.

M. M. Golden

Notary Public, Jackson County, Mo.

(SEAL) Term expires January 19, 1947

For value received and as an inducement to the PRUDENTIAL INSURANCE COMPANY OF AMERICA to extend the within mentioned loan, I hereby agree and guarantee to pay the same in accordance with the terms of the within Agreement. Date at Topeka, Kansas, this 3rd day of August, 1944.

Elsie F. Schurle

WITNESSES: W. H. Kirk
Grace C. Kirk

Recorded August 8, 1944 at 3:18 P. M.

Harold A. Beck Register of Deeds

Receiving No. 21281

MORTGAGE

Reg. No. 3846
Fee Paid \$5.50

KNOW ALL MEN BY THESE PRESENTS: That Homer Crawford and Hazel Crawford, his wife of the County of Douglas, State of Kansas, hereinafter called "Grantor", whether one or more, does hereby mortgage, sell and convey to C. O. Dimmock, of Hiawatha, Kansas, hereinafter called "Grantee", the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

The East half of the Southwest quarter of Section Eleven, Township Fifteen South, Range Eighteen East of the Sixth Principal Meridian, containing Eighty acres, more or less.

together with all the buildings, improvements and fixtures which are now on or hereafter may be erected on said land and all the tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining, all of which said property is hereafter called "the premises."

TO HAVE AND TO HOLD the same unto Grantee forever.

This mortgage and conveyance is given to secure the payment to Grantee of the sum of Two Thousand Two Hundred Dollars (\$2,200.00) as follows:

The sum of Fifty Dollars shall be paid on the First day of March, 1945, and a like amount shall be paid on the First Day of each March, thereafter, up to and including March 1, 1948, and on March 1, 1949, the entire amount remaining unpaid becomes due and payable.