

Partial Release of Mortgage.

For Value Received, The Douglas County Building and Loan Association, a corporation, hereby releases from the operation of the Mortgage dated August 1, 1944, executed by Wayne A. Gerhart and his wife Lillie Viola Gerhart and recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book 87 of Mortgages at page 621 thereof, the tract of land located in Douglas County, Kansas and described as follows to-wit:

The South Half of Lot No. Five (5) and the North 12½ feet of Lot No. Six (6) in Block No. Fifteen (15) in Lane Place Addition to the City of Lawrence, in Douglas County, Kansas.

Said mortgage to remain in full force and effect as to the remainder of the property therein described. Dated at Lawrence, Kansas, November 27, 1944.

(CORP. SEAL)

The Douglas County Building and Loan Association.
by Pearl Enick, Secretary.

State of Kansas, Douglas County, SS.

Be it Remembered that on the 27th day of November 1944, before me the undersigned, a Notary Public in for the county and State aforesaid, personally appeared, Pearl Enick, the Secretary of the Douglas County Building and Loan Association, a corporation and who duly acknowledged the execution of the foregoing instrument in her official capacity and as the act and deed of said corporation.

In Witness Whereof, I have hereunto signed my name and affixed my notarial seal on the day and year last above written.

(SEAL) My commission expires May 6, 1948.

Ruth V. Myers
Notary Public

Recorded November 28, 1944 at 4:10 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 22171

Reg. No. 4000
Fee Paid \$3.00

Agreement for Extension of Farm Loan No. 398943-5

WHEREAS, JOHN E. MATNEY AND MATTIE M. MATNEY, 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 February 9, 1938, which said mortgage was recorded in said County on May 31, 1938, in Volume 83 of Mortgages, on page 378, 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 May 24, 1945, either in accordance with its terms or by virtue of the terms of a previous extension, and

WHEREAS, title to the mortgaged premises is now vested in JOHN E. MATNEY and MATTIE M. MATNEY, his wife subject to said mortgage, and

WHEREAS, the said Insurance Company has been requested to extend the time and modify the terms 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, which extension and modification shall take effect as of the date hereof,

NOW, THEREFORE, the undersigned hereby jointly and severally promise and agree to pay the principal sum ONE THOUSAND TWO HUNDRED & No/100 - DOLLARS- remaining unpaid under said note, as follows: \$1,200.00 due and payable on November 24, 1951 with interest thereon from November 24, 1944, to November 24, 1951, or until default, at the rate of four (4) 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, without limitation by and without limiting any other provisions herein, privilege is given to make additional payments on the principal of this indebtedness out of funds derived from the income from the property securing this indebtedness in sums of One Hundred Dollars (\$100) or multiples thereof on any date when interest becomes due and payable.

The owner will keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgagee 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 JOHN E. MATNEY AND MATTIE M. MATNEY, his wife, have hereunto set their hands and seals this 6th day of July, 1944.

John E. Matney
Mattie M. Matney

STATE OF KANSAS)
COUNTY OF SHAWNEE)ss

Be it remembered, that on this 28th day of Nov. A.D. 1944 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN E. MATNEY and MATTIE M. MATNEY, his wife, who are personally known to me to be the same persons who executed the within and foregoing instrument, 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) Term expires July 6, 1946.

Laura Morgan
Notary Public, Shawnee County, Kansas.

Recorded November 29, 1944 at 9:50 A.M.

Harold A. Beck

Register of Deeds