

MORTGAGE RECORD 89

43

Receiving No. 22433

ASSIGNMENT OF REAL ESTATE MORTGAGE

For Value Received, The First National Bank of Lawrence, Lawrence, Kansas, a corporation, does hereby assign, transfer, and set over, without recourse in any event, to the Columbia National Bank, Kansas City, Missouri, and its future assigns, all its right, title and interest in and to one certain real estate mortgage, the promissory note, debts, and claims thereby secured, and the lands and tenements therein described, to-wit: One certain mortgage executed by Ralph E. Cain and Mabel Cain, his wife, to said The First National Bank of Lawrence, Lawrence, Kansas, on the thirtieth day of December, 1944, and secured upon the following described real estate situated in Douglas County, State of Kansas:

Lots Nos. seventeen (17) and Nineteen (19) on Pinckney Street (now Sixth Street) in the city of Lawrence, which mortgage is duly recorded in Mortgage record No. 89 at Page 41 in the office of the Register of Deeds, Douglas County, State of Kansas.

In Witness Whereof, The First National Bank of Lawrence, Lawrence, Kansas, has caused these presents to be signed by its President, and its corporate seal to be affixed this 3rd day of January, 1945.

(CORP. SEAL) ATTEST: Kelvin Hoover,
Cashier

THE FIRST NATIONAL BANK OF LAWRENCE,
Lawrence, Kansas
By: George Docking,
President

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss

On this 3rd day of January, 1945, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared George Docking, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

E. B. Martin
Notary Public

(SEAL) My commission expires September 17, 1945.

Recorded January 8, 1945 at 4:30 P. M.

Narold A. Beck

Register of Deeds

Receiving No. 22434

AGREEMENT FOR EXTENSION OF FARM LOAN NO 394874

Reg. No. 4035
Fee Paid \$8.50

WHEREAS, FRED E. GRAY and IDA F. GRAY, 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 August 13th, 1937, which said mortgage was recorded in said County of January 31st, 1938, in Volume 83 of Mortgages, on page 298, 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 January 3rd, 1945, 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 FRED E. GRAY and IDA F. GRAY, 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 of THREE THOUSAND FOUR HUNDRED & NO/100 DOLLARS remaining unpaid under said note, as follows: \$100.00 due and payable on January 1, 1946 and \$100.00 due and payable on January 1st of each year thereafter up to and including January 1, 1951, and the balance of \$2,800.00 due and payable on January 1, 1952, with interest thereon from January 1, 1945 to January 1, 1952, or until default, at the rate of four (4) per cent per annum, payable semi-annually on January 1st and July 1st each year; 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.

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 FRED E. GRAY and IDA F. GRAY, his wife, have hereunto set their hands and seals this 24th day of July, 1944,

Fred E. Gray
Ida F. Gray

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss:

Be it remembered, that on this 4 day of January A.D. 1945 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came FRED E. GRAY and IDA F. GRAY, 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.

(OFFICIAL SEAL)

Evalyn H. Beery
Dep. Co. Clerk of Douglas County Kansas

Recorded January 9, 1945 at 10:00 A. M.

Narold A. Beck

Register of Deeds