

MORTGAGE RECORD 89

tutors, administrators or assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said party of the first part, its successors and assigns, and all persons claiming under it, at which sale, appraisal of said property is hereby waived by said party of the first part. And the said party of the first part shall and will at its own expense from the date of the execution of this mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of at least TWENTY-FIVE THOUSAND and No/100 (\$25,000.00) DOLLARS, for the benefit of the said party of the second part, or his assigns; and in default thereof said party of the second part may at his option effect such insurance in his own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which with eight per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said party of the first part hereby covenants and agrees that at the delivery hereof said THE ALUMNI OF KANSAS CHAPTER OF DELTA Upsilon is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that it will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, his heirs or assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto subscribed its name and affixed its corporate seal by its President and Secretary, thereunto duly authorized.

ATTEST: Flavel Robertson  
Secretary

(CORP. SEAL)

THE ALUMNI OF KANSAS CHAPTER OF  
DELTA Upsilon  
By L. H. Houston, President

STATE OF KANSAS )  
COUNTY OF DOUGLAS)SS

BE IT REMEMBERED, That on this 16th day of November, A.D., 1945, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came L. H. Houston, to me personally known, who being by me duly sworn, did say that he is President of THE ALUMNI OF KANSAS CHAPTER OF DELTA Upsilon, a CORPORATION OF THE STATE OF KANSAS, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said L. H. Houston acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Lawrence, Kansas, the day and year last above written.

John C. Enick  
Notary Public in and for said  
State & County

(SEAL) My commission expires January 13, 1948

Recorded November 16, 1945 at 3:40 P.M.

*Narvel A. Beck* Register of Deeds

Receiving No. 25521

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CONTRACT FOR EXTENSION OF LOAN

Reg. No. 4481  
Fee paid \$5.50

WHEREAS, The Standard Life Association, the present legal owner of the Promissory Note given by John Schehrer, and Regina Schehrer, his wife, to The Central Trust Company, and which said note has been heretofore duly and properly assigned to said The Standard Life Association, for the sum of Two thousand Five Hundred and no/100 DOLLARS, of which there remains unpaid the sum of TWO THOUSAND TWO HUNDRED FIFTY Dollars, said note dated October 14th, 1935, due November 1st, 1940, which said note is secured by a mortgage on Real Estate in the County of Douglas and State of Kansas, said mortgage recorded on the 21st day of October A.D. 1935 in Book 70 at page 88 in the Recorder's office of said County, and which property is now owned by John Schehrer has promised to extend the time of payment of the principal sum remaining due on said note as herein after set forth:

Now, therefore, This Indenture Witnesseth, That in consideration of the premises and said promise above recited, we whose names are hereunto subscribed have agreed with the legal owner of said note, as follows: That the time for payment of the principal sum remaining due on said note shall be extended as follows: \$50.00 due Nov. 1, 1946 50.00 due Nov. 1, 1947 50.00 due Nov. 1 1948 \$50.00 due Nov. 1 1949 2,050.00 due Nov. 1, 1950.

That said note as extended shall bear interest at 4 1/2 per cent per annum, payable semi-annually on the first days of May and November in each year, provided the same is paid when due, otherwise the installments of both principal and interest are to draw ten per cent interest per annum after due, until paid; and that none of the other conditions and obligations of said note and mortgage, except as hereinbefore mentioned, shall be affected by this extension agreement, but shall remain in full force and virtue and be binding upon us. Further, that we obligate ourselves, jointly and severally, to pay, at maturity, both the principal note and the interest thereon from November 1, 1945.

Witnesseth our hands, this 12th day of September 1945.

At the end of one year or at any interest paying date thereafter, mortgagor has the option to pay on the principal of this note \$100 or any multiple thereof.

John Schehrer  
Regina Schehrer

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 2nd day of October, A.D. 1945 before me, the undersigned, a Notary Public in and for said County and State, came John Schehrer, and Regina Schehrer, his wife who are personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Testimony whereof, I have hereunto set my hand, and affixed my official seal, on the day and year last above written.

(SEAL) My commission expires July 26, 1948

Grace Vernon  
Notary Public

Recorded November 17, 1945 at 10:15 A.M.

*Narvel A. Beck* Register of Deeds