

MORTGAGE RECORD 89

in connection therewith; (3) Mortgagor does hereby expressly waive all present and future valuation and appraisal laws and, as against the indebtedness hereby secured, Mortgagor waives all exemptions which he has or to which he may be entitled under the Constitution and laws of the State of Kansas.

23. Application of the proceeds of such sale shall be made in the following order: (1) To the payment of the cost of foreclosure, including expenses of advertising, selling and conveying such property, abstract of title, court costs and other expenses incident and necessary thereto; (2) to the payment of amounts that shall have been expended by the Mortgagee or that may then be necessary to expend in the payment of insurance premiums, taxes or other expenditures as herein provided, with interest thereon as aforesaid; (3) to the payment in full of the note herein secured, whether the same shall or shall not have fully matured at the time of said sale; (4) to the payment of secondary liens duly approved and allowed by the court; and (5) the balance, if any, shall be delivered to the Mortgagor.

Given under our hands and seals this the 16 day of January, 1946

R. 1 Baldwin Kansas
(Mail Address)
R. 1 Baldwin Kansas
(Mail Address)
STATE OF KANSAS)
COUNTY OF DOUGLAS) SS

Glenn L. Colson
Husband
Winnie Colson
Wife

On this 16 day of January, A. D. 1946, before me the undersigned, a Notary Public in and for said county and state, personally appeared GLENN L. COLSON and WINNIE COLSON, Husband and Wife, to me personally known and known to me to the same persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

Dorothy J. Hubbard
Notary Public

(SEAL) My commission expires: April 27, 1949

Recorded January 16, 1946 at 3:30 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 26323

AGREEMENT FOR EXTENSION OF FARM LOAN No. 463594

Reg. No. 4564

Fee Paid \$7.75

Whereas, MARGARET E. GRAY, a widow; FLORENCE GRAY, a single woman; FRED GRAY and IDA GRAY, his wife; and LEE GRAY and JESSIE 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 November 27, 1940, which said mortgage was recorded in said County on February 5, 1941, in Volume 85 of Mortgages on page 479 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 3, 1946, 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 FRED GRAY and IDA GRAY, his wife; and FLORENCE GRAY a single woman, owners 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 THREE THOUSAND ONE HUNDRED & 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 THREE THOUSAND ONE HUNDRED and No/100 DOLLARS as follows: \$50.00 due and payable on January 3, 1947 and \$50.00 due and payable on January 3rd of each year thereafter up to and including January 3, 1952 and the balance shall be due and payable on January 3, 1953, with interest thereon from January 3, 1946, to January 3, 1953 or until default, at the rate of four (4) per cent. per annum, payable semiannually on January 3rd and July 3rd 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; 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 aforesaid owner agrees to 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 GRAY and IDA GRAY, his wife; and FLORENCE GRAY a single woman, have hereunto set their hands and seals this 26th day of November, 1945.

Fred Gray
Ida Gray
Florence Gray

STATE OF KANSAS)
COUNTY OF SHAWNEE) SS

Be it remembered, that on this 15th day of January A. D. 1946 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came FRED GRAY and IDA GRAY, his wife, and FLORENCE GRAY, a single woman, 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 January 17, 1946 at 9:04 A. M.

Harold A. Beck

Register of Deeds