

35885 BOOK 94

# CONTRACT FOR EXTENSION OF LOAN

☒ This agreement must be signed by all persons having any interest in this title.

Whereas, Lemoille County Savings Bank and Trust Company, the present legal owner of the Promissory Note given by of Phi Kappa Psi, A Corporation, to The Central Trust Company, and which said note has been heretofore duly and properly assigned to said Lemoille County Savings Bank and Trust Company, for the sum of -- Twenty Five Thousand and No/100 -- DOLLARS, of which there remains unpaid the sum of -- TEN THOUSAND AND No/100 -- Dollars, said note dated May 31st, 1928, due July 1st, 1938, 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 4th day of June A. D. 1928 in Book 70 at page 37 in the Recorder's office of said County, and which property is now owned by The Building Association of Kansas Alpha Chapter of Phi Kappa Psi, a corporation, 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, The Building Association of Kansas Alpha Chapter of Phi Kappa Psi, A Corp., ~~has 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: \$500.00 due Jan. 1, 1949; \$500.00 due July 1, 1949; and \$500.00 due on the first day of January and July in each successive year thereafter to and including January 1, 1958, and the balance of \$500.00 due July 1, 1958. That said note as extended shall bear interest at 12 per cent per annum, payable semi-annually on the first days of January and July 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 said ~~Building Association of Kansas Alpha Chapter of Phi Kappa Psi, A Corporation~~ ~~and its successors and assigns~~, to pay, at maturity, both the principal note and the interest thereon from July 1, 1948.

Witnesseth our hands, this 22nd day of June 1948.

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 \$500 OR ANY MULTIPLE THEREOF.

THE BUILDING ASSOCIATION OF KANSAS ALPHA CHAPTER OF PHI KAPPA PSI, A CORPORATION,

By: Robert J. Cullen President  
Carlisle J. Cullen Secretary

State of Kansas, Douglas County, ss.

Be It Remembered, That on this 22nd day of June A. D. 1948 before

me, the undersigned, a Notary Public in and for said County and State, came H. R. Tate, President, and Carlisle J. Cullen, Secretary, of The Building Association of Kansas Alpha Chapter of Phi Kappa Psi, A Corporation, to me personally known to be such officers and to be the same persons who as such officers executed the within instrument of writing, and duly acknowledged the execution of the same as the voluntary act and deed of such corporation.

~~I, the undersigned, a Notary Public in and for said County and State, do hereby certify that the foregoing instrument was duly acknowledged before me by the persons whose names are subscribed to the same.~~

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

Agnes Heinemann Notary Public.

(Commission expires 19 )

My Commission Expires Feb. 16, 1952

