

223255-ACH

EXTENSION AGREEMENT

COMPARED

This agreement made and entered into the 16th day of February, 1923, by and between H. Levi, of Kansas City, Missouri, mortgagee, party of the first part, and Ben Moskowitz and his wife, Gussie Moskowitz, mortgagors, parties of the second part, Witnesseth that

Whereas the said first party is the mortgagee in a certain mortgage dated February 16, 1922, filed February 16, 1922, at 1 P. M. in the office of the County Clerk within and for Tulsa County, State of Oklahoma and recorded in Book 378 at Page 306, covering the following described real estate situated in the County of Tulsa, State of Oklahoma, to wit:

Lot Five (5) in Block Seven (7) in Funder-Pomeroy Addition to the City of Tulsa,

Tulsa County, State of Oklahoma, according to the recorded plat thereof executed by Ben Moslowitz and his wife, Gussie Moskowitz, parties of the second part herein, to secure the principal sum of \$3500.00 with interest thereon at the rate of 8% per annum, payable annually from date according to two notes described as follows, to wit:

One note for \$1000.00 due 6 months from date of said mortgage

One note for \$2500.00 due 12 months from date of said mortgage

said mortgage given subject to a mortgage in favor of the Calvert Mortgage Company of Baltimore, Md. and

Whereas the first party is the legal holder of said notes and mortgage above described and said first party hereby acknowledges that there is unpaid of the principal sum of said mortgage above described, the sum of \$3000.00 and said first part further acknowledges that the interest on said mortgage is fully paid to the 16th day of February, 1923 and

Whereas the parties of the second part are the owners of the real estate described in the mortgage above described,

NOW? therefore, for and in consideration of the sum of One Dollars paid by parties of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part hereby covenants and agrees to extend the time for the payment of Three Thousand Dollars (\$3000.00), the unpaid principal of of said mortgage and notes above described, to the 16th day of August, 1923 and the said parties of the second part hereby covenant to pay said unpaid principal upon said date and to pay the interest thereon as the same comes due and to perform all other covenants contained in said real estate mortgage. The parties of the second part further covenant and agree that all of the covenants and provisions of said notes and mortgage are now in full force and effect and shall remain in full force and effect, except, that time for payment of the unpaid principal of said notes have been extended, as set out above.

All the covenants and agreements herein contained shall inure to the benefit of and bind the respective heirs, personal representatives, and assigns of the parties hereto,

IN WITNESS WHEREOF the said parties have hereunto set their hands the day and year first above written.

H. Levi

Ben Moslowitz

Gussie Moskowitz

TREASURER'S CERTIFICATE

I hereby certify that the sum of \$3000.00 was received from the parties of the second part in payment of the principal of the within mortgage.

Dated this 3 day of Feb 1923

WAYNE L. DACEY, County Treasurer

State of Missouri

Jackson County

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of February, 1923, personally appeared H. Levi, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.