

Lot 3, Block 3, SOUTHRIDGE ADDITION #1, an addition to the City of Lawrence, Douglas County, Kansas, and Lots 5, 6 and 7, Block 9, SOUTHRIDGE ADDITION #3, an addition to the City of Lawrence, Douglas County, Kansas.

F. Said mortgage dated August 9, 1963 securing payment of \$89,000.00 with interest, is recorded in Book 135 at Page 236, rerecorded in Book 136 at Page 487, and was assigned to Northwestern by Missouri by instrument dated March 27, 1964, recorded in Book 137, at Page 97 and rerecorded in Book 137 at Page 206 in the Register of Deeds Office of Douglas County, Kansas.

G. Said mortgage dated August 9, 1963 does not contain all of the covenants and agreements required in connection with the Northwestern loan commitment and it is necessary to amend the same to induce Northwestern to complete its loan.

NOW, THEREFORE, in consideration of the completion of said loan by Northwestern, the Mortgagors do hereby covenant and agree that the mortgage dated August 9, 1963 above described is hereby supplemented and amended as follows:

1. The Mortgagors' specific covenants and agreements which follow the fixture clause on page 1 of the mortgage are deleted from said mortgage and the following covenants and agreements are substituted in place thereof:

"The Mortgagors agree that they will not make any voluntary inter vivos transfer of the premises or any part thereof without first obtaining the written consent of the Mortgagee. Any such transfer, if the Mortgagee shall not so consent, shall constitute a default under the terms of this instrument and the Mortgagors shall pay to the Mortgagee, in addition to the whole indebtedness secured hereby (as herein provided in event of default), a prepayment fee, to the extent that such shall be lawful, of a sum equal to 4% interest on the then unpaid principal amount of the loan. If the Mortgagee shall so consent, it shall consent also to substitution of Mortgagors' transferees as obligors under this mortgage and the aforesaid note."

2. The following agreement is incorporated as part of the terms and provisions of said mortgage:

"This mortgage is in addition to a mortgage to the Mortgagee dated May 1, 1963 covering all or part of the property mortgaged herein, securing an indebtedness in the original amount of \$140,000.00. It is