

MODIFICATION AGREEMENT

842 BOOK 110

THIS AGREEMENT made and entered into this 8th day of April, 1965, by and between Fred L. Cooper and Alita Cooper, his wife, and William C. Warren, a single person, hereinafter known as the Mortgagors, and The Fidelity Investment Company, a corporation, organized and existing under the laws of the State of Kansas, hereinafter called Mortgagee.

Whereas the Mortgagors have formally mortgaged to the Mortgagee the following described property:

Lot 103 and the North 20 feet of Lot 105 on Rhode Island,
Lawrence, Douglas County, Kansas

by mortgage dated September 2, 1964 and recorded in Book 138 of mortgages at Pages 385-389 in the Office of Register of Deeds of Douglas County, Kansas on 2nd day of September, 1964;

Now, therefore, in consideration of the mortgage loan heretofore made, it is hereby agreed that the above described mortgage shall be and hereby is modified and amended by adding the following paragraph to said mortgage:

The Mortgagors will pay or cause to be paid all taxes, charges, assessments, water rates and other governmental or municipal charges, fines or impositions which may be imposed by law upon the mortgaged property, or any part thereof, and all charges made by utility companies, whether public or private, for electricity, gas, water or sewer which the Mortgagors agree to provide or furnish to any tenant of the mortgaged property, promptly when due. If the same should not be paid by the Mortgagors within sixty days after the same become due and payable, it shall and may be lawful for the Mortgagee to pay the same with any expenses attending the same, and any amount so paid the Mortgagors shall repay to the Mortgagee on demand, with interest thereon at the rate set forth in the note secured hereby, and the same shall be a lien on the mortgaged property and be secured by these presents. If such amounts so paid by the Mortgagee are not repaid to it immediately upon demand as aforesaid, the whole amount hereby secured, if not then due, shall thereupon become due and payable forthwith if the Mortgagee so elects. In the event the security provided by this Mortgage should, in the opinion of the Mortgagee, be adversely affected during said sixty day period by the nonpayment of such items, the Mortgagee shall have the privilege at its option to immediately pay the same, together with expenses attending the same, and the amounts so paid shall also be subject to the provisions hereinbefore set out in this paragraph as to the rights of the Mortgagee to collect the same.

It is further understood between parties hereto that all the conditions and agreements in the above described mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, The Mortgagors have executed these presents the day and year first herein written:

Fred L. Cooper
Fred L. Cooper

Alita Cooper
Alita Cooper

William C. Warren
William C. Warren

STATE OF KANSAS)
) SSL
COUNTY OF DOUGLAS)

BE IT REMEMBERED that on this 8th day of April, A.D., 1965, before me, the undersigned, a Notary Public in and for said County and State, came Fred L. Cooper and Alita Cooper, his wife, and William C. Warren, a single person, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

Margaret E. Harwood
Notary Public

My Commission expires: 1-26-67