

## MODIFICATION AGREEMENT

3750 BOOK 112

THIS AGREEMENT made and entered into this 3rd day of January, 1966, by and between William L. Lemesany and Jean C. Lemesany, his wife, hereinafter known as the Mortgagor, and The Fidelity Investment Company, a corporation, organized and existing under the Laws of the State of Kansas, hereinafter called Mortgagee.

Whereas the Mortgagor has formerly mortgaged to the Mortgagee the following described property:

The East 152.28 feet of Lot 1 in Hillcrest Addition No. 4, and Addition to the City of Lawrence, Douglas County, Kansas

by mortgage dated March 26, 1963, and recorded in Book 140 of Mortgages at Page 90 in the Office of Register of Deeds of Douglas County, Kansas on March 29, 1963.

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 as follows:

1. The following described property is considered a part of the mortgaged property: Beginning at a point 150 feet East and 115 feet South of Northwest corner of Lot 1 Hillcrest Addition No. 4, thence West 18 feet, thence South 80 feet, thence East 18 feet, thence North 80 feet to the point of beginning, all in Lawrence, Douglas County, Kansas.

2. The Mortgagors covenant to double the laundry facilities on subject property in the event the property adjacent to the West and the subject property cease to be under common ownership; this adjacent property being described as follows: The West 150 feet of Lot 1 Hillcrest Addition No. 4 to the City of Lawrence, Douglas County, Kansas less a tract beginning 150 feet East of the Northwest corner of Lot 1 and 115 feet South, thence 18 feet West, thence 80 feet South, thence 18 feet East, thence 80 feet North to the point of beginning.

3. 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 Mortgagor agrees to provide or furnish to any tenant of the mortgaged property, promptly when due. If the same should not be paid by the Mortgagor 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 Mortgagor 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 abovescribed mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, The Mortgagor has executed these presents the day and year first herein written.

William L. Lemesany  
William L. Lemesany

Jean C. Lemesany  
Jean C. Lemesany

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