

## JOINDER BY VA

In consideration of the foregoing recitals and the incurrences or assumptions of liabilities, in accordance with the foregoing provisions of this instrument, by the parties of the second part to or in favor of the holder, and his assigns and successors in interest, and to the United States Government by indemnification also, the Administrator of Veterans Affairs, part of the third part as recited above, releases

Ronald C. Wade

and

Cynthia S. Wade

parties of the first part, from any and all personal liability to the United States Government which is derived through said Administrator by indemnification, by subrogation from any payment made for said Administrator, or by said Administrator as a holder (but not to said United States through ownership of any interest in said loan or any said advances by any other agency, association, department or other instrumentality of the United States as hereinbelow expressed), arising out of the guaranty, insurance or making of the above described loan and advances for which the parties of the first part, or either of them, may now be liable or which may accrue in the future. This release shall not constitute a release or extinguishment of any part of said indebtedness or of said advances, and shall not constitute a release of said mortgage or of any said property from the legal operation or effect of said mortgage. This release shall not impair or adversely affect the right or remedy of any present or future holder of any amount evidenced or secured by said note or by said mortgage, or of said Administrator by subrogation or otherwise, to enforce or utilize, in personam or otherwise, any said amount of said note or mortgage or any other related instrument, personal judgment prior to or in connection with foreclosure or in any other act, action exercise of power of sale or other power, or judicial or nonjudicial procedure or proceeding, or to pursue or utilize any remedy afforded by any of said note, mortgage or other instrument as against the parties of the first part or against any other person, or against or to foreclose upon or to sell said property, for the purpose of subjecting said property to the enforcement or the collection of any said amount evidenced or secured by said note or mortgage. The validity of this release in personam is conditioned and dependent upon legal incurrences (or assumptions) of liabilities, to said successive holders and subrogees, and by indemnification to the United States, by each of the parties of the second part.

This release in no way affects the liability of either of said parties of the first part to Capitol Fed. Sav. & Loan Assn., 11th & Vermont, Lawrence, Kansas 66044, the owners stated above said note, of any said advances, and of said mortgage, their successors and assigns; and if the Federal National Mortgage Association, or any other wholly or partially owned association, agency corporation, department or instrumentality of the United States Government now or hereafter owns all or part of said indebtedness or advances, this release shall not apply thereto, unless such ownership of said indebtedness or advances, or part thereof, hereafter is derived by assignment or otherwise through said Administrator.

Signed as of the date of this agreement first mentioned above, this 1st day of December, 1966.

W. J. DRIVER, as  
Administrator of Veterans Affairs, an Officer  
of the United States of America

*Helen Reed*

~~BY: Manager of Business~~

BY: DALE Y. REED

Assistant Loan Guaranty Officer  
His Agent and Attorney-In-Fact

STATE OF Kansas

COUNTY OF Sedgwick

ss. ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 1st day of December, 1966, personally appeared DALE Y. REED

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to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged the same as his free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written

My commission expires 3-8-67

*Helen Reed*  
Notary Public

Recorded December 5, 1966 at 11:02 A.M.

*James Beam* Register of Deeds