

Land Bank Commissioner loan:

1. In _____ equal successive semi-annual principal installments, the first of which shall be due and payable on the _____ day of _____, 19____, with the remaining installments payable consecutively in their regular order semi-annually thereafter, and a final principal installment payable on the _____ day of _____, 19____. Interest on the balance of said indebtedness or any unpaid principal or portion thereof, until paid, at the rate of _____ per centum per annum, shall be payable semi-annually on each principal payment date. Any payment of principal and interest if not paid when due shall bear interest from the due date thereof, until paid, at the rate of six per centum per annum. Any advancement made by the Mortgagee under the terms of the loan instruments shall bear interest from the date of said advancement until paid at the rate of six per centum per annum.

IN CONSIDERATION WHEREOF, Mortgagor hereby assumes and agrees to pay to Mortgagee, its successors and assigns, all indebtedness which may remain unpaid and which is evidenced by the loan instruments, and assumes and agrees to be bound by and to perform or cause to be performed all the covenants, conditions, and provisions contained in all loan instruments evidencing said indebtedness.

It is understood and agreed that this agreement shall be effective as of the installment payment date, provided, for in the loan instruments, which next precedes the date this agreement is signed by Mortgagee; provided, however, that if Mortgagee has made any advancements under the terms of said loan instruments since said installment payment date, or if this agreement is signed by Mortgagee on an installment payment date provided for in the loan instruments, this agreement shall be effective as of the date the agreement is signed by Mortgagee.

It is understood and agreed that said indebtedness, together with interest thereon as provided herein, shall be secured by the lien of said mortgage(s) and the Mortgagee shall have authority to complete the description of said mortgage(s) in the _____ paragraph hereof.

It is further understood and agreed that this agreement shall not operate to modify the provisions of the loan instruments, or the rights and liabilities of the parties hereto, except as expressly provided herein, nor in any way to change, modify or discharge the rights or liabilities of any third party liable for the payment of the indebtedness evidenced and secured by said loan instruments, all rights of the parties hereto as against such third party and all rights of such third party against the parties hereto being hereby expressly reserved.

It is also understood and agreed that in the event Mortgagor shall fail to pay or cause to be paid when due any of the payments provided for hereby or in said loan instruments, or shall fail to comply with each and all of the other covenants, conditions, and agreements contained herein, or in said loan instruments, then and in any such case Mortgagee at its option and without notice to Mortgagor may declare all of the indebtedness on the loan(s) in connection with which such failure occurred immediately due and payable, in which event said indebtedness shall thenceforth bear interest at the default rate(s) provided herein, and the mortgage(s) shall be subject to foreclosure; provided, however, that in the event Mortgagee at any time declares all of said indebtedness immediately due and payable, it may, at its option, without notice thereof, subsequently annul said

declaration and its consequences, but no such action shall extend to or affect any subsequent breach of all or singular the covenants, conditions, and agreements contained in said loan instruments, or impair any subsequent right thereon.

WITNESS the signature of the Mortgagor this 8th day of March, 1967, and the signature of the Mortgagee this 10th day of March, 1967.

Witness

ATTEST:

Byron T. Rowell, Assistant Secretary

STATE OF KANSAS

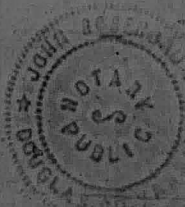
COUNTY OF DOUGLAS

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of March, 1967, personally appeared Emil W. Heck and Minnie B. Heck, husband and wife, and Emil W. Heck, Jr. and Bette Q. Heck, husband and wife,

to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My commission expires: April 21, 1968



John Rosenbaum
John Rosenbaum, Notary Public

Recorded March 17, 1967 at 8:45 A.M.

James Beem Register of Deeds