

## 2-Modification Agreement.

4. Southridge has asked Metropolitan to rescind its action in accelerating the maturity of the debts and to dismiss its foreclosure action, and Metropolitan is willing to honor such request upon the terms and conditions hereinafter set out, which terms and conditions have been agreed to by Southridge.

5. Therefore, in consideration of the premises and of their mutual agreements, Metropolitan and Southridge mutually agree as follows:

6. Metropolitan will, and does hereby, rescind its action in accelerating the maturity of the notes above described; and Metropolitan will forthwith request the district court of Douglas County, Kansas to dismiss its pending foreclosure action, but without prejudice to its right to again file an action or actions for the recovery of the debts due under said notes and for the foreclosure of its mortgages in the event of any future default under the notes or mortgages.

7. On or before January 10, 1967 Southridge will pay First Mortgage Investment Company, servicing agent for Metropolitan, \$24,552.95 which shall be applied as follows:

On the note described in paragraph 1 (a):

Interest at 6-1/4% June 1 to July 1, 1966,	\$ 556.96
Interest at 10% July 1, 1966 to Jan. 1, 1967,	5,346.88
Principal,	2,437.96

On the note described in paragraph 1 (b):

Interest at 6% June 1 to July 1, 1966,	1,073.10
Interest at 10% July 1, 1966 to Jan. 1, 1967,	10,731.00
Principal,	4,220.05

Southridge will also pay, on or before January 10, 1967, all 1966 real estate and personal property taxes assessed against the mortgaged property described or mentioned in paragraph 1, and submit to First Mortgage Investment Company acceptable evidence of such payment.

8. Southridge will pay Metropolitan, on February 1, 1967, and on the first day of each month thereafter the following installments on the above mentioned notes:

On the note described in paragraph 1 (a) \$870.84 to and including May 1, 1981 and shall pay the balance of principal of the note and accrued interest thereon on June 1, 1981.

On the note described in paragraph 1 (b) \$1,753.34 to and including July 1, 1983 and shall pay the balance of principal of the note and accrued interest thereon on August 1, 1983.

All such monthly installments shall be applied first to the payment of interest on the balance of principal of the respective notes computed at the rate of 7% per annum from January 1, 1967 (in lieu of the 6-1/4% and 6% interest rates now provided in the respective notes) and then to the unpaid principal of the respective notes. The terms of each said note and of the mortgage or mortgages given to secure payment of each note are hereby amended to conform to the provisions of this paragraph.