

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. Said indebtedness, including advances, together with interest thereon as provided herein, shall be secured by the lien of said mortgage(s).

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.

If the Mortgagor shall fail to pay or cause to be paid when due any of the payments provided for herein or in said loan instruments, or shall fail to comply with each and all of the other covenants, conditions, and agreements contained hereto, 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 consequent right thereon.

DATED AND EXECUTED this 10th day of May, 1968

*Herman Butell, Jr.*  
Herman Butell, Jr.  
Mildred E. Butell  
Mortgagor

ATTEST: *Byron T. Rowell*  
Byron T. Rowell, Assistant Secretary

THE FEDERAL LAND BANK OF WICHITA  
Wichita, Kansas, a corporation Mortgagee  
*R. Bruce Crutcher*  
R. Bruce Crutcher Vice President

## ACKNOWLEDGMENTS

STATE OF KANSAS  
COUNTY OF DOUGLAS

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of May, 1968, personally appeared Herman Butell, Jr. and Mildred E. Butell, husband and wife, to me personally known and known to me to be the identical person(s) 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, 1972

*John Rosenbaum*  
John Rosenbaum,

STATE OF KANSAS  
COUNTY OF SEDGWICK

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of May, 1968, personally appeared R. Bruce Crutcher to me personally known and known to me to be the identical person who executed the name of the maker thereof to the foregoing instrument as its Vice-President, and he being by me duly sworn did say that he is duly authorized by authority of its board of directors, and he acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes set forth and specified therein.

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

My commission expires April 2, 1972

*Joyce Youngers*  
Joyce Youngers Notary Public



Recorded May 17, 1968 at 10:02 A.M.

*Janice Beem* Register of Deeds