

It is further agreed between the parties as follows:

1. That notwithstanding the foregoing provisions or anything to the contrary contained in said mortgage, if Duane E. Duncan shall deem himself insecure in said mortgage, the said Duane E. Duncan may declare the balance then unpaid on said mortgage due and payable forthwith, and may foreclose said mortgage in accordance with the terms, conditions and provisions thereof.

2. That the terms, conditions and provisions of said mortgage are hereby ratified and confirmed in all respects, matters, and things except wherein the same are modified by this instrument.

3. That this agreement shall not create any merger or alter or prejudice the rights and priorities of Duane E. Duncan, his heirs, successors and assigns, and if so construed, then, in such event, this agreement shall be void and of no effect.

This agreement shall be binding upon the successors, heirs, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of June, 1968.

Duane E. Duncan
Duane E. Duncan

E. A. Wiggins
E. A. Wiggins

Dorothy Wiggins
Dorothy Wiggins

J. A. Springer
J. A. Springer

Beverly Springer
Beverly Springer

STATE OF KANSAS, DOUGLAS COUNTY, ss:

BE IT REMEMBERED, that on this 1st day of June, 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Duane E. Duncan, and also came E. A. Wiggins and Dorothy Wiggins, his wife, and J. A. Springer and Beverly Springer, his wife, who are personally known to me to be the persons who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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



Byron E. Springer
Byron E. Springer Notary Public

Recorded July 17, 1968 at 1:20 P.M.

Janice Beem Register of Deeds