

BOOK 153 AGREEMENT CREATING LIABILITY TO HOLDER AND TO UNITED STATES

This agreement entered into this 2^{Md} day of <u>May</u>, 19<u>61</u>, between Paul Andrew Badger , and <u>Delpha Badger</u> , veterans and spouse, parties of the first part Thomas Warren Craig and Laurel F. Craig ; parties of the second part, and the Administrator of Veterans Affairs, an Officer of the United States of America, party of the third part, WITNESSETH

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Lot Eight(8), in Block Three (3), in Town and Country Addition, an Addition to the City of Lawrence, Douglas County, Kansas

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AND WHEREAS, the above described property is and will continue subject to a mortgage thereof made by Paul Andrew Badger to The Fidelity Investment Company

AND WHEREAS, the loan and other advances which said note and moragage respectively, secure were guaranteed (insured or made) by the Veterans Administration pursuant to the Servicemen's Readjustment Act of 1944, as amended, and the Veterans Administration Regulations issued pursuant thereto, of Chapter 37, Title 38, U. S. Code;

AND WHEREAS, THE parties of the first and second parts have requested the party of the third part to release the parties of the first part from all further liability to the Administrator on account of such loan and such other advances (including liability resultant from any default of the parties of the second part or of any subsequent owner of the property) pursuant to provisions of the Servicemen's Readjustment Act of 1944, as amended, in the form substantially as set forth hereinafter and below the signatures of the parties of the first and second parts, but the party of the third part is unwilling to execute such release unless the parties of the second part become liable to whoever is or becomes (or claims under) the holder of said mortgage, note, loan and other debts for the full performance of each thereof, and also become liable by indemnification to the United States, by execution hereof;

NOW THEREFORE, in consideration of the foregoing premises, of other good and valuable considerations, and of the sum of one Dollar in hand paid by the parties of the first part to the parties of the second part, the receipt of all of which are hereby acknowledged, IT IS HEREBY AGREED:

1. The parties of the second part, jointly and severally, hereby assume and agree to pay the entire aggregate unpaid amount secured by said mortgage, and to perform all provisions of said mortgage and note, to the same extent and with the same rights in the holder as though said second parties had been the original mortgagors and makers of said note or had

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VA Form 26-25(452) Aug 1968

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