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MODIFICATION AGREEMENT  
BOOK 156

THIS AGREEMENT made and entered into this 23rd day of January, 1970, by and between George D. Smith and Jeanne A. Smith, his wife hereinafter called the Mortgagor(s), and The Fidelity Investment Company, a corporation organized and existing under the laws of the State of Kansas, hereinafter called the Mortgagee.

WHEREAS the Mortgagor has formerly mortgaged to the Mortgagee the following described property:

Apartment 1-B of "The Fountains", which is a portion of Lot 28, Holiday Hills No. 7, an addition to Lawrence, Douglas County, Kansas,

by Mortgage dated December 1, 1969, and recorded in Book 155, Page ~~288~~ 420, in the office of Register of Deeds of Douglas County, Kansas, on December 10, 1969.

NOW THEREFORE in consideration of the mortgage loan heretofore made, the Mortgage is amended by adding the following paragraph to said Mortgage:

"Should the premises or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or under right of eminent domain, or any transfer by private sale in lieu thereof, the Mortgagee shall be entitled to all compensation, awards, and any other payment or relief therefor, and shall be entitled at its option to commence, appear in, and prosecute in its own or Mortgagor's name any action, or proceedings, or to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds are hereby assigned to the Mortgagee, who may after deducting therefrom all its expenses, including attorney's fees, release any moneys so received by it or apply the same on any indebtedness secured hereby. The Mortgagor agrees to execute such further assignments of any compensation, awards, damages, and rights of action and proceeds as the Mortgagee may require."

It is so understood between parties hereto that all the conditions and agreements in the above described mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the Mortgagor has executed these presents the day and year first herein written.

George D. Smith  
George D. Smith  
Jeanne A. Smith  
Jeanne A. Smith

STATE OF KANSAS, COUNTY OF DOUGLAS SS.

BE IT REMEMBERED that on this 3rd day of April, A.D. 19 70, before me, the undersigned, a Notary Public in and for said County and State, came George D. Smith and Jeanne A. Smith, his wife who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

Leagene D. Rathcoat  
Leagene D. Rathcoat Notary Public  
My Commission expires November 20, 1973



Recorded April 6, 1970 at 3:21 P.M.

Janice Beem Register of Deeds