

BOOK 156 MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of January, 1970, by and between George I. Bullene and Norma P. Bullene, 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 8-C 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 425 ~~XXX~~, 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 paragraphs to said Mortgage:

In the event of the passage, after the date of this Mortgage, of any law of the State of Kansas, deducting from the value of land for the purpose of taxation of any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, or the note hereby secured, the whole of the principal sum secured by this Mortgage, together with the interest due thereon, shall, at the option of the Mortgagee, without notice to any party, become immediately due and payable.

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 lien 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 I. Bullene  
George I. Bullene

Norma P. Bullene  
Norma P. Bullene

STATE OF KANSAS, COUNTY OF DOUGLAS SS.

BE IT REMEMBERED that on this 23rd day of January, A.D. 1970, before me, the undersigned, a Notary Public in and for said County and State, came George I. Bullene and Norma P. Bullene, 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.

John H. Lonneke, Jr.  
John H. Lonneke, Jr. Notary Public

My commission expires July 15, 1973