

427 427

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

[SEAL] Joseph A. Criqui [SEAL]
Joseph A. Criqui
[SEAL] Eva B. Criqui [SEAL]
Eva B. Criqui

STATE OF KANSAS,

COUNTY OF DOUGLAS

BE IT REMEMBERED, that on this 8th day of May, 1970, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Joseph A. Criqui & Eva B. Criqui, his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.



February 28, 1972

Charles W. Hedges
Charles W. Hedges Notary Public

GPO 883-252

Recorded May 11, 1970 at 3:47 P. M.

James Beers Register of Deeds

Z-976
8-69
BOOK 156

REARMORTIZATION AGREEMENT

20983

FLB Ass'n. of	Ass'n. No.	Borrower	Loan No.
Lawrence, Kansas	844-K	William J. Brink	600187

THIS AGREEMENT, entered into this 5th day of May, 1970, between

William J. Brink and Betty Lou Brink, husband and wife,

hereinafter called Mortgagor, whether one or more, and The Federal Land Bank of Wichita, a corporation, hereinafter called the Bank.

The Bank is the owner and holder of certain loan instruments evidencing and securing the loan identified above, including a mortgage recorded in Book 155 at Page 82-83 of the mortgage records of Douglas County, State of Kansas, covering the following described property:

The South Half of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 35-, Township 12 South, Range 18 East of the Sixth Principal Meridian.

Except any of the property described herein which may have been released of record subsequent to the recording of the mortgage.

The parties desire to reamortize the indebtedness and make it due and payable as follows:

- ☒ 1. EQUAL PAYMENT PLAN. Payable in 65 equal semi-annual installments of principal and interest at the rate of 9 per cent per annum from the date hereof, the first of which shall be due and payable on the first day of July, 1970, with the remaining installments payable consecutively in their regular order thereafter, and a final installment of principal and interest payable on the first day of January, 2003. In the event the period from the date hereof to the due date of the initial installment is more or less than a regular installment period, the amount of the initial installment shall be increased or decreased, as the case may be, so as to reflect interest actually accruing for that period.
- ☐ 2. DECREASING PAYMENT PLAN. Payable in equal successive principal installments, the first of which shall be due and payable on the first day of 1970, with the remaining installments payable consecutively in their regular order thereafter, and a final installment of principal payable on the first day of . Interest on the balance of said indebtedness or any unmatured part or portion thereof, at the rate of per cent per annum from the date hereof, shall be payable on each principal payment date.

PROVIDED, if a different rate of interest is established as provided below, the amount of each subsequent installment shall be increased or decreased, as the case may be, in such a manner as to reflect the increase or decrease in such interest rate, but the due date of any installment or increased or decreased shall remain as provided above.

Default interest at the rate of 10 per cent per annum (or at any different rate established as provided below) on all sums of principal and interest not paid when due, and on all sums advanced by the Bank pursuant to the terms of the loan instruments, from the due date or date of advancement to the date of payment.

The interest rates specifically stated shall remain in effect for a minimum period of three years from the date hereof; but, on or after the expiration of such three-year period, and from time to time thereafter, the Bank shall have the right to establish different rates of interest, either higher or lower than those stated above, which shall thereupon apply to the debt evidenced hereby and which shall remain in effect until different rates of interest are again established. Such different rates shall be established in accordance with the provisions of the Federal Farm Loan Act and the regulations of the Farm Credit Administration as then existing; shall include a rate applicable to the unmatured portion of such principal sum and a higher default rate applicable to all sums of principal or interest not paid when due; and shall not be applied retroactively. The interest rates specifically stated above, and any different rates hereafter established, shall not be limited by the laws of any state relating to a legal rate or other rate of interest, but shall be governed solely by applicable Federal laws.