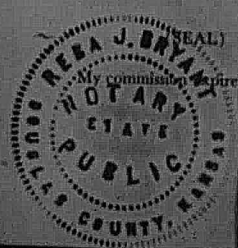


STATE OF KANSAS
COUNTY OF Douglas

BE IT REMEMBERED, that on this 24th day of July, A.D. 19 70, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Norman Forer

who personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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



My commission expires: September 30, 1972
Reba J. Bryant
Reba J. Bryant, Notary Public

Yamie Beem Register of Deeds

Recorded July 24, 1970 at 4:53 P.M.

Reg. No. 4,860
Fee Paid \$47.50

MODIFICATION-EXTENSION AGREEMENT

EMPIRE STATE BANK

Kansas City, Missouri

21839

BOOK 157

Mortgage Loan

THIS INDENTURE, made and entered into this 14th day of July, 19 70, by and between MARK FIFTH, INC. A MISSOURI CORPORATION, 1400 South Fifth Street, of St. Charles County, State of Missouri, hereinafter referred to as party of the first part, and Empire State Bank, party of the second part,

WITNESSETH: That whereas MARK FIFTH, INC. A MISSOURI CORPORATION of St. Charles County, State of Missouri, executed and delivered certain promissory note for sum of Twenty seven thousand one hundred seventy & No/100---- \$27,170.00 dated the 14th day of June, A.D. 19 68, payable to the order of EMPIRE STATE BANK due in full on the 14th day of July, 19 70, with interest at 7 1/2 percent per annum, payable monthly, and previously extended to 14th day of July, 19 70, which note is secured by a certain deed of trust or mortgage executed by MARK FIFTH, INC.

a Missouri Corporation, upon certain real estate described as follows:
Lots 1 and 2, in Block 2, in Southwest Addition No. 11, in the City of Lawrence, in Douglas County, Kansas

St. Charles County, State of Kansas, dated 5th day of July, A.D. 19 68, and recorded as Document No. 13689 in Book 150 at Page 478 in the Recorder's office of said County

at St. Charles Co. Mo. and is now unpaid and unsatisfied to the amount of \$ 18,992.33 AND WHEREAS, first Party is now the owner of the real estate covered by the said deed of trust or mortgage, and note secured thereby which first party hereby assumes and agrees to pay.

AND WHEREAS, the First Party desires to renew said note and deed of trust or mortgage as hereinafter stated, NOW, THEREFORE, in consideration of the Modification and the extension of the time of payment of the principal sum, but subject to all the conditions and provisions in said original note and deed of trust or mortgage contained, the undersigned hereby agrees with said second party and its successors and assigns:

1. To pay in lawful money of the United States of America the principal sum of Eighteen thousand nine hundred ninety two & 33/100 - - - - - (\$18,992.33)

Payment of \$296.00 will be due on August 14th, 1970, and \$296.00 will be due on the 14th day of each month thereafter for twenty four (24) months at which time all the remaining interest and principal shall become due and payable at once. Interest 8%.

Witness my hand and the seal of my office this 24th day of July, 1970.