RECORDING REQUESTED BY 26205 BOOK 161

WHEN RECORDED MAIL TO THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY · MILWAUKEE MORTGAGE LOAN REGIONAL OFFICE

State of Kansas, Daugias County, ss. Filed and Entered in Vol.
Page + 8:00-1-1-1 A M

AUG 4 1971

Register of Deeds
SPACE ABOVE THIS LINE FOR RECORDER'S USE

MODIFICATION OF TERMS OF LIEN INSTRUMENT

4.00

WHEREAS, The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin, a Wisconsin corporation, hereinafter called "Northwestern", is the owner of a certain Note (which term shall be construed to include a bond or other instrument evidencing debt) secured by a lien against certain Property described in a Lien Instrument identified as follows:

LIEN INSTRUMENT TITLE Mortgage April 6, 1964 (Crescent Oil, Inc.)

\$525,000.00

COUNTY AND STATE WHERE RECORDED

FACE AMOUNT SECURED

PAGE OR IMAGE

Douglas County, Kansas

DATE April 6, 1964

137

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AND WHEREAS, the undersigned parties have agreed to modify certain terms of said Lien Instrument;

NOW, THEREFORE, in consideration of the above and of the mutual agreements herein contained:

1. The undersigned parties agree and consent to the following modification of certain terms of said Lien Instrument, and confirm and renew all the terms of said Lien Instrument not hereby changed: The undersigned obligors hereby agree that the Mortgage described above is hereby amended by adding the following clause.

Mortgagors further agree that they will not make any voluntary inter vivos transfer of the premises or any part thereof without first obtaining the written consent of the mortgagee. Any such transfer, if the mortgagee shall not so consent, shall constitute a default under the terms of this instrument and the whole indebtedness hereby secured may be declared immediately due and payable at the option of the mortgagee. A change in ownership due to the death of an individual titleholder is not considered a violation of this provision.

2. The undersigned parties agree that nothing herein contained shall affect the priority of the Lien Instrument over other liens, charges, incumbrances or conveyances or shall release or change the liability of any party who may now or hereafter be liable, primarily or secondarily, under or on account of the Note, but any persons not signing below whose liability is or has been released by operation of law or by Northwestern are released with the consent of the undersigned.

3. The undersigned parties agree that Northwestern may at any time without notice release from its lien such portions of the real or collateral security as it may deem appropriate.

Attest:

Executed this 15th day of June presence of:

THE NORTHWESTERN MUTUAL DIFE INSURANCE COMPANY

Robert B. Barrows, Vice President

Sharon Steuck

George M. Highee, Assistant Secretary CRESCENT OIL, INC.

Vice President

This instrument was prepared by