

517

26207 BOOK 161
RECORDING REQUESTED BY

26207

State of Kansas, Douglas County, ss.
Filed and Entered in Vol. _____
Page _____ at 2:20'clock P.M.

NO. _____
INDEXED _____
NUMERICAL INDEX _____

WHEN RECORDED MAIL TO _____

AUG 4 1971

Register of Deeds

By _____ Deputy

SPACE ABOVE THIS LINE FOR RECORDER'S USE

4.00

11-624 (6-67 Revised) - 500

MODIFICATION OF TERMS OF LIEN INSTRUMENT

Loan No. R 304785

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		DATED	FACE AMOUNT SECURED		
Mortgage (Crescent Oil, Inc.)		November 11, 1963	\$130,000.00		
COUNTY AND STATE WHERE RECORDED		DATE	BOOK OR REEL	PAGE OR IMAGE	DOC. NO.
Douglas County, Kansas		November 12, 1963	136	13	86142

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.

Executed this 15th day of June, 1971

In presence of:

Bernice Buse
Bernice Buse

Sharon Steuck
Sharon Steuck

Maydene Henton
Maydene Henton
Maydene Henton

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
720 E. Wisconsin Avenue, Milwaukee, Wisconsin 53202

By Robert B. Barrows, Vice President

Attest: George M. Higbee, Assistant Secretary

By: William H. Reeder, Vice President

Attest: Fred B. Benson, Jr., Ass't. Sec.

Carl Francis Maupin

H. Neil McCaskey, Jr.

This instrument was prepared by

(Complete only in Wisconsin and elsewhere if required)