

MORTGAGE RECORD 83

NOW, THEREFORE, it is mutually agreed that from and after the date last mentioned above, payment of said indebtedness shall be made on the amortization plan in 28 successive semi-annual payments of \$53.00 each, payable on the 1 day of June and December in each year, and a final principal payment of \$45.00 payable on the 1 day of June, 1933, unless said indebtedness be sooner paid or matured as in said note and mortgage provided, with interest on said indebtedness, or any unpaid part or portion thereof, until paid, at the rate of five per cent per annum, payable semi-annually on each principal payment date.

It is understood and agreed that the entire sum reamortized, together with interest thereon, shall be secured by the lien of the above described mortgage.

It is further understood and agreed that if and when party of the first part is able to do so, additional payments of one or more installments of principal will be made in order that, by the continued making of such additional payments, said indebtedness may be discharged within the time provided by the loan instruments prior to their modification as herein provided, and that such additional principal payments when made shall operate to discharge the debt secured at an earlier date and shall not reduce the amount or defer the due date of the next installment of principal.

IN CONSIDERATION WHEREOF, party of the first part hereby assumes and agrees to pay to party of the second part, its successors and assigns, all indebtedness which may remain unpaid and which is evidenced by the note and mortgage above described, and any agreement supplementary thereto, and assumes and agrees to be bound by and to perform or cause to be performed all the covenants, conditions, and provisions contained in all loan instruments evidencing said indebtedness.

It is further understood and agreed that this agreement shall not operate to modify the provisions of the note and mortgage and other loan instruments securing this loan, except as herein expressly provided, nor the rights and liabilities of the parties thereto or third parties liable for the payment thereof, and that the rights of all such parties with respect to each other and with respect to the note, mortgage and indebtedness are hereby expressly reserved.

It is also understood and agreed that in the event party of the first part shall fail to pay or cause to be paid when due any of the payments provided for herein or in said note, real estate mortgage, or any agreement supplementary thereto, or shall fail to comply with each and all of the other covenants, conditions, and agreements contained herein, or in said note, real estate mortgage, or any agreement supplementary thereto, then and in any such case party of the second part, at its option and without notice to party of the first part, may declare all of said indebtedness immediately due and payable, in which event said indebtedness shall thenceforth bear interest at the rate of five per centum per annum, and the mortgage shall be subject to foreclosure; provided, however, that in the event party of the second part at any time declares all of said indebtedness immediately due and payable, it may, at its option, without notice thereof, subsequently annul said declaration and its consequences, but no such action shall extend to or affect any subsequent breach of all and singular the covenants, conditions, and agreements contained in said note, mortgage, or any agreement supplementary thereto, or impair any consequent right thereon.

WITNESS the signature of the party of the first part; and the signature of the party of the second part by The Federal Land Bank of Wichita, Wichita, Kansas, a corporation, its agent and attorney-in-fact, signed by the duly authorized officers of said Bank, and its corporate seal hereon impressed, the day and year first above written.

Hiram T. Howard
Bertha Howard (CORP. SEAL)

(Party of the First Part)

FEDERAL FARM MORTGAGE CORPORATION, a corporation
(Party of the Second Part)
By THE FEDERAL LAND BANK OF WICHITA, Wichita,
Kansas, a corporation, its Agent and Attorney-in-fact,
By Fred S. Hathaway Vice-President
Attest: C. F. Adams Assistant Secretary

STATE OF Kansas } ss.
COUNTY OF Franklin

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of December, 1933, personally appeared Hiram T. Howard and Bertha Howard, his wife, to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

(SEAL) My commission expires: June 30, 1941.

E. W. Sway
Notary Public.

STATE OF KANSAS } ss.
COUNTY OF SEDGWICK

Before me, the undersigned, a Notary Public in and for said County and State, on this 13 day of December, 1933, personally appeared Fred S. Hathaway to me personally known and known to me to be the identical person who, as Vice-President of said Bank, subscribed the names of The Federal Land Bank of Wichita, Wichita, Kansas, a corporation (as Agent and Attorney-in-fact) and the Federal Farm Mortgage Corporation, a corporation, to the foregoing instrument, and he being by me duly sworn, did say that he is such officer and that the seal affixed to such instrument, is the corporate seal of said Bank, and that the same was signed and sealed in behalf of said Bank, as agent and attorney-in-fact for the Federal Farm Mortgage Corporation (under and by virtue of that certain power of attorney which is recorded in Book 132 Deeds at Page 289 of the records of Douglas County, Kansas), and was signed in behalf of the Federal Farm Mortgage Corporation by said Bank, as agent and attorney-in-fact therefor, all by authority of the Board of Directors of said Bank, and acknowledged to me that the foregoing instrument was executed by him as his free and voluntary act and deed and as the several free and voluntary acts and deeds of said Bank (as agent and attorney-in-fact) and the Federal Farm Mortgage Corporation, all for the uses and purposes set forth and specified therein.

WITNESS my hand and seal the day and year last above written.

(SEAL) My commission expires: April 1, 1942.

Lois Howard
Notary Public.

Recorded December 31, 1933 at 9:50 A.M.

Harold A. Beck

Register of Deeds.

RELEASE

The amount secured by this mortgage has been paid in full, and the within mortgage is hereby cancelled, this 16th day of Dec., 1947.

Federal Farm Mortgage Corporation, a corporation, and Land Bank Commissioner, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended. By The Federal Land Bank of Wichita, a corporation, Their Agent and Attorney-in-fact (Corp. Seal) By R. H. Jones, Vice President

This release was witnessed on the original mortgage entered in Book 132, Page 289 of Deeds, 1937.
Harold A. Beck
Reg. of Deeds