

(The following Assignment is endorsed on the original instrument recorded in Book 76, page 219)

# ASSIGNMENT

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Mrs. Pearl Silvis.

Mary E. McCoy

STATE of Oklahoma }  
COUNTY OF Dewey } SS:

BE IT REMEMBERED, that on this 22 day of Dec A.D. 1937 before me, the undersigned, a Notary Public in and for said County and State, came Mary E. McCoy the mortgagee. named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

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

Stanley Shepherd  
Notary Public.

(SEAL) My Commission Expires Aug 6 1941

Recorded May 15, 1939 at 11:15 A.M.

*Harold A. Beck*

Register of Deeds.

Receiving No. 7790 <

## FEDERAL FARM MORTGAGE CORPORATION REAMORTIZATION AGREEMENT

THIS AGREEMENT, made this 28 day of April, 1939, by Virgil Hird and Olla Hird, his wife as party of the first part, whether one or more, and the Federal Farm Mortgage Corporation, a corporation organized and existing under the laws of the United States, whose principal office is located in the District of Columbia, and with a branch office in the City of Wichita, Kansas, as party of the second part.

WITNESSETH, that whereas, on the 1 day of May, 1934, there was executed and delivered to the Land Bank Commissioner, with offices in the City of Wichita, Kansas, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended, a certain promissory note in the principal sum of \$3000.00, payable upon an amortization plan in 20 equal successive semi-annual installments, with interest at the rate of five per cent per annum, payable semi-annually, and, to secure the payment of said note, a certain mortgage on the following described real estate situated in the County of Douglas, State of Kansas, to-wit:

Block Sec. 35. E 34 83/100 acres of ~~W. 1/2~~ Sec. 35, less 20 acres off N. side of said tracts; also, the S. 20 acres of W. 45 acres of ~~N. 1/2~~ Sec. 35, all in Twp. 14, South, Range 20 E., containing in all 114.83 acres m/1.

ALSO, beginning at a stake in the middle of E. branch of Coal Creek, where the Western Boundary line of Shawnee Reserve crosses said Branch in Fractional ~~N. 1/2~~ of Sec. 35, Twp. 14 S., Range 20 E., thence S. upon said Reserve line 60 poles to stake upon bank of Run-Witness White Oak 5 L.N.E.; thence W. 46 poles to stake upon Section Line; thence N. 24 poles to a Rock in the middle of said Branch of Coal Creek-Witness Ash 1. R. 8 L. N.E.; thence N. 31 deg. E. 56 poles 17 links down said Branch to beginning stake-witness Rod Bud N.W. 8 L. Walnut S.W. 15 L. and Mulberry N.E. 15 L. containing 12 acres and 11 poles, m/1.

Containing 127 acres m/1.

which mortgage is recorded in Book 72 of Mortgages at Page 141 of the records of said County; and, WHEREAS, under the terms and provisions of said note and mortgage, which are now owned by party of the second part, the indebtedness remaining unpaid as of the 1 day of December, 1938, was \$2550.00; and, WHEREAS, party of the first part desires to reamortize and to change the times and manner provided for the payment of said indebtedness so that the same may be paid at the times and in the manner herein after set forth;

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 33 successive semi-annual principal payments of \$75.00 each, payable on the 1 day of June and December in each year, and a final principal payment of \$75.00 payable on the 1 day of December, 1955 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 or 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

This release was made on the original mortgage  
MAY 1 entered day of 1939

Corrected and amended by this instrument recorded in Book 76, page 219  
May 15 1939  
C. H. Beck