

Loan No. J-66589-S-358-K vo

FEDERAL FARM MORTGAGE CORPORATION REAMORTIZATION AGREEMENT

THIS AGREEMENT, made this 15 day of April, 1939, by Fred S. Alford and Dorothy Alford, wife; Fred G. Alford and Florence H. (Florence) Alford, 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 July, 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:

SE 1/4 Sec. 1, and E 1/2 Sec. 1, and also all that part of the W 1/2 Sec. 1, lying N of Union Pacific Railroad Right of Way, and the Public Highway, along the N. side thereof, containing in all 83.5 acres, m/1, also the SW 1/4 Sec. 1, and W 1/2 Sec. 1; less the Right of Way of Union Pacific Railroad Company, and the Public Highway across said land, all in Twp. 12s., Range 19 E. 6th P.M. - 197 1/2 acres m/1.

which mortgage is recorded in Book 81 of Mortgages at Page 217 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 \$3000.00; 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 hereinafter 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 39 successive semi-annual principal payments of \$75.00 each, payable in 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, 1958, 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 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.

Fred S. Alford
Dorothy Alford
Fred G. Alford
Florence H. Alford

(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 W. E. Fisher
Vice-President (CORP. SEAL)
ATTEST: A. K. Schultz
Assistant Secretary

STATE OF Kansas)
COUNTY OF Douglas) ss.

Before me, the undersigned, a Deputy County Clerk in and for said county and State, on this 26th day of May, 1939, personally appeared Fred S. Alford, Dorothy Alford, Fred G. Alford, Florence H. Alford, 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.

(OFFICIAL SEAL)

Fred W. Kahn
Dep. County Clerk Douglas County Kansas

The amount accounts to my credit. I have been advised by the bank that the amount of the note is \$3000.00 and that the bank has been advised by the Federal Farm Mortgage Corporation that the amount of the note is \$3000.00. I have been advised by the bank that the amount of the note is \$3000.00 and that the bank has been advised by the Federal Farm Mortgage Corporation that the amount of the note is \$3000.00. I have been advised by the bank that the amount of the note is \$3000.00 and that the bank has been advised by the Federal Farm Mortgage Corporation that the amount of the note is \$3000.00.

This release was written on the original mortgage. I signed this on the 15th day of October 1939.
Hans J. Fisher
Dep. Secy. of Deeds
Hans J. Fisher
Deputy