

DOUGLAS COUNTY

NOW, If said Party of the First Part shall pay or cause to be paid to said Party of the Second Part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum of sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon shall, by these presents, become due and payable, and the Party of the Second Part shall be entitled to the possession of said premises.

IT IS UNDERSTOOD AND AGREED That this is a purchase money mortgage, given for the purchase price of said property.

IN WITNESS WHEREOF, The said Party of the First Part has hereunto caused this Mortgage to be signed on its behalf by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

(CORP. SEAL)

THE GAMMA OMCRON, INCORPORATED,

By Virgil W. McKaig

President.

Attest:

W. H. Alward
Secretary.

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

BE IT REMEMBERED, That on this 26 day of June, A.D. 1939, before me, the undersigned, a Notary Public in and for the county and State aforesaid, came Virgil W. McKaig President of THE GAMMA OMCRON, INCORPORATED, a Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and W.H. Alward, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within Mortgage on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation, THE GAMMA OMCRON, INCORPORATED.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my notarial seal the day and year last above mentioned.

C. A. Hass

Notary Public.

(SEAL) My Commission Expires June 22, 1943.

Recorded June 30, 1939 at 4:45 P.M.

Harold C. Beck

Register of Deeds.

Receiving No. 8076 <

Loan No. J-70233-S-358-K

FEDERAL FARM MORTGAGE CORPORATION REAMORTIZATION AGREEMENT

THIS AGREEMENT, made this 13 day of May, 1939, by George L. McCarty and Bertha Gertrude McCarty, 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 September, 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 \$4900.00, 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 recorded in Book 61 of Mortgages at Page 247 of the records of the County of Douglas, State of Kansas, on certain property in said mortgage and situated in said County and State, and constituting a lien thereon, excepting such part thereof as may have heretofore been released from the lien of said mortgage by a duly recorded release executed by the Federal Farm Mortgage Corporation; 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 June, 1939, will be \$4777.50; 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 38 successive semi-annual principal payments of \$122.50 each, payable on the 1 day of December and June in each year, and a final principal payment of \$122.50 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 of 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,