

MORTGAGE RECORD 85

STATE OF KANSAS, ss.
Douglas County, ss.

Be it Remembered, That on this 24th day of September A.D. 1939 before me, T. J. Sweeney Jr., a Notary Public in and for said County and State, came Charles A. Saile to me personally known to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal of the day and year last above written.

(SEAL) My Commission Expires March 22, 1942.

T. J. Sweeney Jr.
Notary Public.

Recorded September 25, 1939 at 4:15 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 8707 <

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Joseph J. Phillips and Elizabeth A. Phillips, his wife, dated the 28th day of December, A.D. 1928, which is recorded in Book 77 of Mortgages, page 22, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 27th day of September, A.D. 1939

Charles A. Saile

STATE OF KANSAS } ss:
Douglas County, ss:

Be it Remembered, That on this 27th day of September A.D. 1939 before me, the undersigned, a Notary Public, in and for said County and State, came Charles A. Saile to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My Commission Expires March 23 1940

T. J. Sweeney Jr.
Notary Public.

Recorded September 27, 1939 at 11:00 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 8729 <

FEDERAL FARM MORTGAGE CORPORATION REAMORTIZATION AGREEMENT

THIS AGREEMENT, made this 15th day of August, 1939, by Edwin W. Ott and Helen W. Ott, 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 1st day of April, 1935, 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 \$2,000, 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 81 of Mortgages at Page 304 of the records of the County of Douglas, State of Kansas, on certain property described 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 1st day of June, 1939, was \$2,000; and,

WHEREAS, party of the first part desires to reamortize and to change the time 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 36 successive semi-annual principal payments of \$50.00 each, payable on the 1st day of December and June in each year, and a final principal payment of \$50.00 payable on the 1st day of June, 1950, 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.