

MORTGAGE RECORD 85

Receiving No. 5774 <

RELEASE

Know all Men by These Presents, that in consideration of the full payment of the debt secured by a mortgage by C. S. Jones, a widow, by Ogden S. Jones, her attorney in fact, dated September 10th 1933 and recorded in Book 62, page 418 of the records of Douglas County, Kansas, full satisfaction of the Rental Assignment recorded in Book 140 page 317 of the records of said Douglas County, Kansas, is hereby acknowledged and the said Rental Assignment is hereby released.

Dated at Lawrence, Kansas, October 6th 1933

(CORP. SEAL)

The Douglas County Building and Loan Association

By Pearl Rieck

Secretary

State of Kansas)

Douglas County)SS

Be it Remembered that on this 6th day of October A.D. 1933, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Pearl Rieck, Secretary of The Douglas County Building and Loan Association, to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same as the act and deed of the said The Douglas County Building and Loan Association.

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 January 15 1940.

John C. Rieck
Notary Public.

Recorded October 7, 1933 at 8:15 A.M.

Harold G. Beck

Register of Deeds

Receiving No. 5782 <

REINVESTMENT AGREEMENT

THIS AGREEMENT, made this 10 day of August, 1933, by E. S. Heaton and Celia May Heaton, also known as Celia M. Heaton, 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 February, 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 \$1800.00, 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 72 of Mortgages at Page 45 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 1 day of June, 1933, was \$1660.00; 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 30 successive semi-annual principal payments of \$45.00 each, payable on the 1 day of December and June in each year, and a final principal payment of \$30.00 payable on the 1 day of December, 1937, 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 continuing 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 acceleration 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.