

MORTGAGE RECORD 85

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.

John W. Breithaupt
Lottie Breithaupt

(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 F. D. Lucas

Vice-President

ATTEST:

John W. Coleman

Assistant Secretary

STATE OF Kansas)
COUNTY OF Douglas) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of October, 1939, personally appeared John W. Breithaupt and Lottie Breithaupt, to me personally known and known to me to be the identical person 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.

(SEAL) My commission expires: November 15, 1941.

C. C. Gerstenberger
Notary Public

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of November, 1939, personally appeared F. D. Lucas, to me personally known and known to me to be the identical person who, as Vice-President of said Bank, subscribed the names of The Federal Land Bank of Wichita, Wichita, Kansas, a corporation (as Agent and Attorney-in-Fact) and the Federal Farm Mortgage Corporation, a corporation, to the foregoing instrument, and he being by me duly sworn, did say that he is such officer and that the seal affixed to such instrument is the corporate seal of said Bank, and that the same was signed and sealed in behalf of said Bank, as agent and attorney-in-fact for the Federal Farm Mortgage Corporation (under and by virtue of that certain power of attorney which is recorded in Book 132 Deeds at Page 289 of the records of Douglas County, Kansas), and was signed in behalf of the Federal Farm Mortgage Corporation by said Bank, as agent and attorney-in-fact therefor, all by authority of the Board of Directors of said Bank, and he acknowledged to me that the foregoing instrument was executed by him as his free and voluntary act and deed and as the several free and voluntary acts and deeds of said Bank (as agent and attorney-in-fact) and the Federal Farm Mortgage Corporation, all for the uses and purposes set forth and specified therein.

WITNESS my hand and seal the day and year last above written.

(SEAL) My commission expires: April 1, 1942.

Lois Howard
Notary Public

Recorded November 8, 1939 at 10:15 A.M.

Wanda G. Beck Register of Deeds

This release
was written
on the original
mortgage

entered
this 21 day
of July
1953

David A. Beck
Reg. of Deeds
Deputy

The amount secured by this mortgage has been paid in full and the within mortgage is hereby cancelled, this 15th day of July, 1953.

Federal Farm Mortgage Corporation, a corporation, and Land Bank Commissioner, acting pursuant to part 3 of the Emergency Farm Mortgage Act of 1933, as amended, by The Federal Land Bank of Wichita, a corporation, their Agent and Attorney-in-Fact.

(Corp Seal) By John W. Coleman
Vice President