

MORTGAGE RECORD 85

rate provided in Part One hereof and such interest shall become due and payable on the date on which OWNER is obligated to make an installment payment of principal and/or interest next succeeding the date of each such advance and thereafter on each succeeding date on which OWNER is so obligated to make an installment payment of principal and/or interest until each such advance and interest thereon have been paid in full.

PART THREE

None of the provisions of this instrument shall in any way impair or diminish any of the CORPORATION'S rights under or remedies on its note (or bond) and/or its mortgage (or other security instrument) as extended in Part One hereof, whether such rights or remedies arise thereunder or by operation of law. None of the OWNER'S obligations or liabilities under said note (or bond) and/or said mortgage (or other security instrument) as extended shall be diminished or released by any provision hereof.

The CORPORATION expressly reserves all rights of recourse and otherwise against any property or any other persons in any way liable on OWNER'S indebtedness hereinabove set forth.

The provisions of this instrument shall bind, and inure to the benefit of, the parties hereto, the undersigned, their heirs, executors, administrators, successors and assigns. Wherever the context hereof so requires, the masculine shall include the feminine and the singular the plural.

WITNESS our hands and seals hereto this 18th of December, 1939.

(CORP. SEAL)

STATE OF KANSAS) ss.
COUNTY OF DOUGLAS)

BE IT REMEMBERED, That on this 28 day of December, A.D. Nineteen Hundred and Thirty-nine, before me, the undersigned, a Notary Public in and for said County and State, came R. C. Danley and Winifred Danley husband and wife who are personally known to me to be the identical persons described in, and who executed the foregoing instrument and duly acknowledged the execution of the same to be their voluntary act and deed.

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

(SEAL) My commission expires: 9-4-40

R. C. Danley
Winifred Danley
HOME OWNERS' LOAN CORPORATION
By Bernard Norman
Omaha Regional Treasurer

C B Butell
Notary Public
Douglas County Kansas

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 18th day of December, A.D. 1939, before me, the undersigned, a Notary Public in and for the County of Douglas and the State of Nebraska, came Bernard Norman, Omaha Regional Treasurer of the Home Owners' Loan Corporation, a Corporation duly organized and existing under and by virtue of an Act of the Congress of the United States, who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument of writing on behalf of said Corporation, and such person duly acknowledged the execution of the same to be his act and deed and the free act and deed of said Corporation.

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

(SEAL) My commission expires: 6-11-44

Vera Koubas
Notary Public
Douglas County, Nebraska

Recorded December 29, 1939 at 1:10 P.M.

Handwritten Signature Register of Deeds

Receiving No. 9261 <

REARMORTIZATION AGREEMENT

THIS AGREEMENT, made this 7 day of December, 1939, by Clifford H. Thiry and Evelyn L. Thiry, 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 June, 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 143 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 December, 1939, was \$1814.39; 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 39 successive semi-annual principal payments of \$45.00 each, payable on the 1 day of June and December in each year, and a final principal payment of \$59.39 payable on the 1 day of December, 1959, 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.