

MORTGAGE RECORD 85

Receiving No. 9661 <

Loan No. 73033-P-358-K

RE-AMORTIZATION

THIS AGREEMENT, made this 25 day of January, 1940, by Trace H. Banks, a widow; Arthur Banks and Ethel L. Banks, his wife; Frank Banks and Harriet S. Banks, his wife hereinafter referred to as the mortgagor, whether one or more, and The Federal Land Bank of Wichita, Wichita, Kansas, a corporation, hereinafter referred to as the Bank.

WITNESSETH, that whereas, to secure the note evidencing the indebtedness represented by the above numbered loan, there was executed and delivered to the Bank a certain mortgage, filed for record on the 25 day of October, 1934, at 10:30 o'clock A.M., and recorded in Book 61 of Mortgages at Page 142 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 Bank; and,

WHEREAS, under the terms and provisions of said note and mortgage, and any agreement amendatory thereof or supplementary thereto, the indebtedness remaining unpaid as of the 1 day of December, 1939, was \$5613.19; and,

WHEREAS, the mortgagor desires to rearrange 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 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 66 semi-annual principal payments of \$53.00 each, payable on the 1 day of June and December in each year and a final principal payment of \$68.19 payable on the 1 day of December, 1972, with interest on said sum or any unmatured part or portion thereof at the rate provided in said note and mortgage and any agreement amendatory thereof or supplementary thereto, and that any payment of principal and/or interest if not paid when due shall bear interest from the due date thereof at the rate of eight per centum per annum until paid.

It is understood and agreed that the entire indebtedness remaining unpaid, together with interest thereon, shall be secured by the lien of the above described mortgage.

IN CONSIDERATION WHEREOF, the mortgagor hereby assumes and agrees to pay to the Bank, its successors and assigns, all indebtedness which may remain unpaid and which is evidenced by the note and mortgage above described, and any agreement amendatory thereof or 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 also understood and agreed that in the event the mortgagor 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 amendatory thereof or 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 amendatory thereof or supplementary thereto, then and in any such case the Bank, at its option and without notice to the mortgagor, may declare all of said indebtedness immediately due and payable, in which event said indebtedness shall thenceforth bear interest at the rate of eight per centum per annum, and the mortgage shall be subject to foreclosure; provided, however, that in the event the Bank 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 or singular the covenants, conditions, and agreements contained in said note, mortgage, or any agreement amendatory thereof or supplementary thereto, or impair any consequent right thereon.

It is further understood and agreed that this agreement shall not operate to modify the provisions of the note and mortgage or any agreement amendatory thereof or supplementary thereto securing the above numbered 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, any agreement amendatory thereof or supplementary thereto, and indebtedness, are hereby expressly reserved.

WITNESS the signature of the mortgagor; and the signature of the Bank, signed by its duly authorized officers and its corporate seal hereon impressed, the day and year first above written.

(CORP. SEAL)

Trace H. Banks
Arthur Banks
Ethel L. Banks
Frank Banks
Harriet S. Banks
Mortgagor

THE FEDERAL LAND BANK OF WICHITA,
Wichita, Kansas, a corporation,
By F. D. Lucas

Vice-President

ATTEST:

A. E. Schultz
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 6th day of February, 1940, personally appeared Arthur Banks and Ethel L. Banks, his wife; Frank Banks and Harriet S. Banks, his wife to me personally known and known to me to be the identical persons 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 11/15/41

C C Gerstenberger
Notary Public

STATE OF California)
COUNTY OF SACRAMENTO) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of February, 1940, personally appeared Trace H. Banks, 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 she executed the same as her 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 October 14, 1940.

W. W. Laidge
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 21st day of February, 1940, personally appeared F. D. Lucas, to me personally known and known to me to be the identical person who subscribed the name of The Federal Land Bank of Wichita, Wichita, Kansas, a corporation, to the foregoing instrument as its Vice-President, and he being by me duly sworn did say that he is such