

35635 BOOK 94

AGREEMENT

WHEREAS, Benny Weldon Wolfe and Everta Mae Wolfe, his wife, by their mortgage dated March 19, 1947, and recorded in Book 92 at Page 66 in the office of the Register of Deeds for Douglas County, Kansas, at Lawrence, conveyed to the Traders Gate City National Bank of Kansas City, a corporation organized and existing under the laws of the United States, the following described real estate situated in Douglas County, Kansas, to-wit:

Lot Forty (40), FAIRGROUNDS ADDITION, an addition in Lawrence, Kansas.

to secure the payment of their principal promissory note of even date therewith for \$6600.00, due April 1, 1972, bearing interest at the rate of four per cent per annum, payable monthly, upon which note it is hereby acknowledged that there remains due and unpaid the principal sum of \$6416.15, and

WHEREAS, said note is now held and owned by said Traders Gate City National Bank of Kansas City, and said note is presented and exhibited herewith, and,

WHEREAS, Kernie W. Binyon and Hilda N. Binyon are acquiring ownership interest in said premises, subject to the aforesaid mortgage, and it is desired that Benny Weldon Wolfe and Everta Mae Wolfe be released from personal liability for payment of said indebtedness and that Kernie W. Binyon and Hilda N. Binyon shall assume all liability for the payment of said indebtedness, and the Traders Gate City National Bank of Kansas City shall look to Kernie W. Binyon and Hilda N. Binyon for payment.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) each to the other in hand paid, receipt of which is by each of them hereby acknowledged, and in further consideration of the conveyance of said premises, subject to said mortgage, to Kernie W. Binyon and Hilda N. Binyon, and the assumption by Kernie W. Binyon and Hilda N. Binyon of the unpaid balance of the aforesaid indebtedness, it is agreed and by these presents Kernie W. Binyon and Hilda N. Binyon do hereby assume and agree to pay the unpaid balance of the aforesaid indebtedness in accordance with the terms and provisions of said note, and to faithfully perform and carry out all of the terms, provisions and covenants in said note, and in consideration thereof Traders Gate City National Bank of Kansas City agrees that Benny Weldon Wolfe and Everta Mae Wolfe be and they are hereby released from personal liability for the payment of such indebtedness, so that Kernie W. Binyon and Hilda N. Binyon shall be and are hereby substituted in the place and stead of Benny Weldon Wolfe and Everta Mae Wolfe with respect to such indebtedness, with like effect as though Kernie W. Binyon and Hilda N. Binyon were the original makers of the note evidencing such debt.

It is further agreed that the assumption by Kernie W. Binyon and Hilda N. Binyon of said indebtedness shall be recited by appropriate words in the deed of conveyance whereby said land is conveyed to Kernie W. Binyon and Hilda N. Binyon.

Excepting as herein expressly provided said note and mortgage shall be and remain unaltered and in full force and effect.

IN WITNESS WHEREOF, Benny Weldon Wolfe and Everta Mae Wolfe, Kernie W. Binyon and Hilda N. Binyon, have hereunto set their hands and seals, and the Traders Gate City National Bank of Kansas City has caused these presents to be signed by its Vice President, attested by its Secretary, and its corporate seal to be hereunto affixed this 11th day of June, 1948.

ATTEST:

*J. L. Allen*  
Secretary

*Benny Weldon Wolfe*  
*Everta Mae Wolfe* his wife  
*Kernie W. Binyon*  
*Hilda N. Binyon* his wife  
TRADERS GATE CITY NATIONAL BANK OF  
KANSAS CITY  
By *[Signature]*  
Vice President