4. That he will keep the improvements now or hereafter on said premises in good order and repair, and will not permit waste thereon, nor remove any of the improvements located on said premises, nor do or permit to be done any act whereby the property conveyed hereby shall become less valuable.

5. That in the event of the condemnation of all or any part of the property conveyed hereby, the remaining principal of said Note together with accrued interest thereon shall, at the option of the Mortgagee without notice, become due and payable immediately, and as additional security for the debt secured hereby. Mortgagor assigns to Mortgagee all awards in such condemnation proceedings.

6. That he hereby appoints Mortgagee his true and lawful attorney in fact to manage said property and collect the rents, with full power to bring suit for the collection of said rents and possession of said property, giving and granting unto said Mortgagee and unto his agent or attorney full power and atthority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed. Provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be meedful pr necessary. Mortgagee shall receive the proceeds of the rents and profits of said premises, out of which he shall pay the cost of necessary repairs, general and special taxes, insurance premiums, accrued principal and interest on the Note secured hereby, and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents. This power of attorney to collect rents shall not take

effect until and unless default is made in the payment of principal or interest on the Note secured hereby or any extension thereof, or in default of the performance of any covenant in this Mortgage contained, and shall continue only during such default or any subsequent default. This power of attorney and assignment of rents shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of the power of attorney and assignment of rents.

 7^{μ} That any extension of the time for payment of the indebtedness secured hereby or any modification of the instrument or instruments evidencing the indebtedness secured hereby, granted to any future owner of the premises conveyed, shall not relieve Mortgagor from liability to pay said indebtedness nor release Mortgagor with respect thereto; and Mortgagor does hereby waive presentment and demand for payment, notice of non-payment, and notice of protest.

NOW if said Note and interest thereon be paid when due and the agreements in said Note and this Mortgage be faithfully performed, then these presents shall be null and void and the premises hereinbefore conveyed shall be released at the cost of Mortgagor. But if any of the agreements herein or in said Note contained be not kept or performed as aforesaid, then the remaining indebtedness secured hereby may at the option of the Mortgagee, without notice, be declared due and payable for all purposes, or Mortgage may at his option effect the necessary repairs, pay such taxes or assessments or any part thereof, effect such insurance paying the cost thereof, and may pay and satisfy any final judgment on any lien claim, including all costs and expenses in connection therewith, and for the repayment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of ten premet of all moneys paid in the premises, with Mortgage shall be entitled to foreclose this Mortgage and shall be entitled to a judgment for the sum due upon said Note and any additional sums paid by virtue of this Mortgage, including all costs and expenses of enforcing the same, as provided by law, and shall be entitled to a decree for the sale of said Premises, as well as all persons claiming under him, and at which sale appraisement of said property is hereby expressly waived. In event of such foreclosure, Mortgages shall be entitled to have a receiver appointed by the Court who shall enter and take possession of the premises, collect the rents and profits thereon, and apply the same as the Court may direct.

The covenants and agreements hereinabove contained shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto. Reference herein to Mortgagor or Mortgage shall be held in each case to include the person or persons, singular or plural, natural or or artificial, described in this instrument.

This Mortgage and the Note secured hereby are to be construed and enforced according to and governed by the laws of the state of Kansas.

Insofar as the above obligation is guaranteed under the provisions of Title III. Servicemen's Readjustment Act of 1944, as amended by Public Law 268, 79th Congress, and under the Regulations of the Veterans' Administration relating to said Act as so amended. all terms, provisions and conditions of this Note and Mortgage, which are in conflict with any of the provisions of said Act and Regulations are hereby amended to conform with the provisions of said Act and Regulations.

IN WITNESS WHEREOF. Mortgagor has hereunto set his hand and seal the day and year first

By muy. Slar

Bathers

Betty

THE ASSOCIATION OF SIGMA OF GAMMA PHI BETA

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President.

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