

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the part y of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent. per annum from date of payment, shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent. per annum.

As additional and collateral security for the payment of said note the part y of the first part hereby assign to said party of the second part, or assigns, all the rights and benefits accruing to the part y of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that the said party of the second part, or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights or benefits to the part y of the first part, or assigns, until notified by legal holder hereof to account for and to pay over the same to such legal holder.

In case of foreclosure, said party of the second part, or assigns, 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, and any judgment for the foreclosure of this mortgage shall provide that all the land herein described shall be sold together and not in separate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released at the costs and expense of the part y of the first part; otherwise to remain in full force and virtue.

In Witness Whereof, the said part y of the first part has caused these presents to be signed by its President and attested by its Secretary with its Corporate seal attached on the day and year first above written.

ALPHA PHI SOCIETY OF LAWRENCE, KANSAS, INC.

By: Martha Blynn Brewster, President

ATTEST: Fenton Robb, Secretary

State of Kansas,

County of Douglas

Be it remembered, that on this

7<sup>th</sup> day of January

A. D. 1955, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Martha Blynn Brewster, President of Alpha Phi Society of Lawrence, Kansas, Inc., and Fenton Robb, Secretary of said Corporation, who are personally known to me to be the same persons who executed the foregoing mortgage, and such person

duly acknowledged the execution of the same, for and on behalf of, and as the 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.

Marjorie Daniel, Notary Public, Douglas County, Kansas.

Term expires

11-8

1956

This release was written on the original mortgage and entered in this 5-188 300 10-5-55 James Beam Reg. of Deeds

Recorded January 24, 1955 at 9:00 A. M.

Official of this mortgage is the following:

Recorded 1955 By The 771b-12

5-188 300