

58044 Book 111

THIS INSTRUMENT, made and entered into this 24 day of November, A., D., 1955, between THE UNIVERSITY OF KANSAS DELTA CHI ASSOCIATION, a body corporate, existing under and by the virtue of the laws of Kansas, and having its chief office in the City of Lawrence, and State of Kansas, party of the first part, and sometimes herein referred to as "mortgagors", and THE DAVIS-WELLCOME MORTGAGE COMPANY, a body corporate, existing under and by the virtue of the laws of Kansas and having its chief office in the City of Topeka, State of Kansas, party of the second part, sometimes referred to herein as "mortgagee".

WHEREAS by note dated October 7, 1955, the undersigned, THE UNIVERSITY OF KANSAS DELTA CHI ASSOCIATION of Lawrence, Kansas became indebted to THE DAVIS-WELLCOME MORTGAGE COMPANY, a Kansas Corporation, with its principal place of business in Topeka, Kansas, in the amount of \$30,000.00 with interest thereon in said note provided.

WHEREAS said note is secured by a first mortgage dated the 7th day of October, 1955, and recorded October 13th, 1955, 2:15 P.M. in Book 110, Page 649 in the office of the Register of Deeds of Douglas County, Kansas said mortgage covering the following described property to-wit:

Beginning at the Southwest corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Thirty-Six (36), Township Twelve (12), Range Nineteen (19), Douglas County, Kansas, thence West 16 rods, thence North 12 rods, thence East 16 rods, thence South 12 rods to the point of beginning, less the East 30 feet and South 30 feet now used as a Roadway, now is West Hills Addition in the City of Lawrence, Kansas.

WHEREAS it was intended that said mortgage should contain provisions:

Requiring of mortgagor a monthly deposit for payment of real estate taxes, fire and other hazard insurance, and rental value insurance, due to fire or other catastrophe on the three story brick and stone building situated on subject real estate; and, in case of loss, with relation to insurance money's, a right of election of said mortgagee as to the application of said insurance money's.

which provisions through inadvertence were omitted from said mortgage.

NOW, THEREFORE, IT IS COVENANTED AND AGREED, as follows:

That the property as mortgaged and confirmed to said mortgagee is changed to read:

The makers of this deed of trust shall also pay to the holder of the note monthly a sum equal to one-twelfth (1/12) of the annual taxes, plus one-twelfth (1/12) of the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby full as estimated by holder, and of which grantor is notified.

That the Mortgagor agrees to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured for insurable value against loss by fire, and against loss by Tornado, and Rental Value Insurance against loss by fire, or other hazards on the three story brick and stone building now situated on subject real estate or hereinafter existing on said premises, in insurance companies acceptable to the mortgagee, with policies payable to it in case of loss; to assign and deliver to mortgagee, with satisfactory mortgagee clauses, all policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the mortgagee may collect the insurance money's or may deliver the policies to the mortgagor for collection. At the election of said mortgagee the insurance money's shall be applied either on the indebtedness secured hereby, or on re-building.

The aforesaid obligations are in addition to, the monthly payments under the terms of the note secured hereby, and by said mortgage, on the first day of each month until said note is fully paid.