

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. 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 Mortgagee 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 per cent per annum, these presents shall be security in like manner and with like effect as for the payment of said Note. In event of any default Mortgagee 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 in satisfaction of said judgment foreclosing all of the rights and equities of Mortgagor in and to 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, Mortgagee 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 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 above written.

BETA BETA CHAPTER HOUSE CORPORATION OF  
PHI KAPPA SIGMA FRATERNITY, (a Kansas corporation)

Attest:

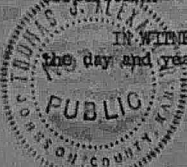
*Robert W. Cook*  
Secretary.

By *Kenneth W. Rhodes*  
President.

STATE OF KANSAS }  
COUNTY OF JOHNSON } ss.

BE IT REMEMBERED, That on this 27<sup>th</sup> day of June, A. D., 1957, before me the undersigned, a Notary Public in and for the County and State aforesaid, came KENNETH W. RHODES, President of the BETA BETA CHAPTER HOUSE CORPORATION OF PHI KAPPA SIGMA FRATERNITY, a corporation duly organized, incorporated and existing under and by virtue of the laws of STATE OF KANSAS, and ROBERT W. COOK, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



*Thomas J. Alexander*  
Notary Public.

My commission expires Oct. 30, 1960

Recorded July 11, 1957 at 2:52 P.M.

*Harold A. Beck* Register of Deeds