

7. All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively.
8. Notwithstanding anything in this mortgage or the note secured hereby to the contrary, neither this mortgage nor said note shall be deemed to impose on the Mortgagors any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.
9. Any award of damages under condemnation for injury to, or taking of, any part or all of said property is hereby assigned to Mortgagee with authority to apply or release the moneys received, as above provided for insurance loss proceeds.
10. In the event any ^{semi-annual} instalment (whether payable under the note or this mortgage or both) is not paid within fifteen days from the date it is due, Mortgagors agree to pay, if charged by the Mortgagee, a "late charge" of not more than four cents for each dollar so overdue, to cover extra expense involved in handling delinquent payments.
11. If requested by Mortgagee, Mortgagors agree to deposit with Mortgagee monthly or other periodic payments as specified in such request, of a sum which shall be sufficient to pay taxes, special assessments, ground rents and other charges and fire and other hazard insurance premiums as they become due, all as estimated by Mortgagee, which said sums shall be held by Mortgagee in trust, to pay such taxes, assessments, rents, charges and premiums. If at any time the fund so held by Mortgagee shall be insufficient to pay any tax, assessment, rents, charges or premiums, Mortgagors shall, upon receipt of notice thereof, deposit with Mortgagee such additional funds as may be necessary to remove such deficiency.

23. IN WITNESS WHEREOF, said Mortgagor ~~hereunto set~~ hand ~~the day~~
 24. ~~and year first above written.~~

IN WITNESS WHEREOF, The Kappa Kappa Gamma House Association, Inc., of Lawrence, Kansas has caused its corporate seal to be hereto affixed, and these presents to be executed in its corporate name by Elizabeth H. Winters its President, and Josephine A. Johnson its Secretary, as of the day and year first above written, in pursuance of a resolution duly adopted by its Board of Trustees. Lines 31, 32, 33 and 34, Page 1 hereof, and lines 23 and 24, this page, stricken out before execution.

THE KAPPA KAPPA GAMMA HOUSE ASSOCIATION, INC.,
 of LAWRENCE, KANSAS

By: Elizabeth H. Winters
 President

By: Josephine A. Johnson
 Secretary

STATE OF KANSAS

Douglas County, ss.

Be it remembered that on this 5th day of October, A. D. 1959.

before the undersigned

a notary public in and for the county and state aforesaid, duly commissioned and qualified, personally came Elizabeth H. Winters, President of The Kappa Kappa Gamma House Association, Inc., and Josephine A. Johnson, Secretary,

who are personally known to me and known to me to be the same person who executed the foregoing instrument of writing as Mortgagor, and such person duly acknowledged the execution of the same.

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

My Commission expires September 1 1962



Leslie D. Dinkley
 Notary Public.

Recorded October 5, 1959 at 11:00 A.M.

Harold A. Beck

Register of Deeds