

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor... by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest.

The mortgagors... hereby assign... to said mortgagee all rents and income arising at any and all times from said property and hereby authorize said mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise.

There are no unpaid labor or material bills outstanding which would result in a mechanic's lien against this property. Any transfer of said real estate shall be subject to the condition that the purchaser or purchasers shall also be liable for the payment of such indebtedness.

The failure of the mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note and of this mortgage.

If said mortgagor... shall cause to be paid to said mortgagee the entire amount due it hereunder, and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals thereof in accordance with the terms and provisions thereof, and if said mortgagor... shall comply with all the provisions of said note and of this mortgage, then these presents shall be void, otherwise to remain in full force and effect, and said mortgagee shall be entitled to the possession of all of said property, and may, at its option, declare the whole of said note and all indebtedness represented thereby to be immediately due and payable, and may foreclose this mortgage or take any other legal action to protect its right, and from the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisal waived.

This mortgage shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Mortgage is executed by and on behalf of The Sigma of Zeta Tau Alpha House Corporation, a Kansas Corporation, and the corporate seal thereof is affixed hereto. The undersigned certify that they are duly authorized to execute this instrument on behalf of The Sigma of Zeta Tau Alpha House Corporation.



Jeanne Powell Wait
Jeanne Powell Wait, President

Betty Seever's Ogg
Betty Seever's Ogg, Secretary

Geraldine Hoke Cook
Geraldine Hoke Cook, Treasurer

Margaret Gilles
Margaret Gilles, House Manager

Be it remembered, that on this 9th day of August, 1960, before me, the undersigned, a Notary Public in and for said county and state came Jeanne Powell Wait, President of The Sigma of Zeta Tau Alpha House Corporation, a Kansas Corporation, and Betty Seever's Ogg, Secretary, Geraldine Hoke Cook, Treasurer, and Margaret Gilles, House Manager, who are personally known to me to be such officers and House Manager of The Sigma of Zeta Tau Alpha House Corporation, and who are personally known to me to be the persons who executed, as such officers and House Manager, the within instrument in writing on behalf of said Sigma of Zeta Tau Alpha House Corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said Sigma of Zeta Tau Alpha House Corporation.

who personally known to me to be the same person who executed the within mortgage, and such person duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL)

My Comm. Expires: October 7, 1962

Naomi L. Cole
Naomi L. Cole Notary Public

This document was written on the original mortgage entered this 23rd day of January 1970.
James B. Blevins
Notary Public
State of Kansas

Recorded August 11, 1960 at 1:15 P.M.

SATISFACTION AND RELEASE

The debts secured by this mortgage having been paid in full, the Register of Deeds is hereby authorized to release the same of record forthwith. Dated at Ottawa, Kansas, this 16th day of January, 1970.

successor to Ottawa
Savings and Loan
Association

By Jess R. Gilmore, Vice President
(Corp. Seal)

Harold A. Beck Register of Deeds