

repayment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of ten (10%) per centum per annum, these presents shall be security in like manner and with like effect as for the payment of said Note. In the 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 it, and at which sale appraisalment of said property and all benefits of the Homestead Exemption and Stay Laws of the State of Kansas are 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.

Mortgagee agrees that it will not take a judgment for a deficiency against The Kansas University Endowment Association in the event of foreclosure of this Mortgage.

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 Mortgagee shall be held in each case to include the person or persons, singular or plural, natural or artificial, described in this instrument.

Mortgagee before a sale hereunder, and the purchaser at the sale hereunder, shall be subrogated to the lien of any prior encumbrance or vendor's lien, if any, on said premises paid out of the money secured by this Mortgage, whether or not such prior lien or encumbrance has been released of record.

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.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.



Attest:

Irvin E. Youngberg

Secretary

THE KANSAS UNIVERSITY ENDOWMENT ASSOCIATION

By

Maurice L. Bridenthal

President