

KANSAS MORTGAGE.

85944

BOOK 135

THIS MORTGAGE, Made this 26th day of September A. D., 19 63
by and between DELTA DELTA DELTA HOUSE ASSOCIATION, a Corporation

of the County of Douglas, and State of Kansas, part y
of the first part, for the purpose of this instrument hereinafter called MORTGAGOR, and KANSAS CITY LIFE
INSURANCE COMPANY, a Missouri Corporation, of Kansas City, Missouri, party of the second part, for the
purpose of this instrument hereinafter called MORTGAGEE:

WITNESSETH: That said MORTGAGOR for and in consideration of the sum of _____

Seventy-five Thousand and no/100 (\$75,000.00) DOLLARS,

paid to said mortgagor by said mortgagee, the receipt of which is hereby acknowledged, does by these pres-
ents Grant, Bargain, Sell and Convey unto the said mortgagee, its successors and assigns, all of the following
described real estate situated in the County of Douglas and State of Kansas, to-wit:

Lot No. 6 and the East 40 feet of Lot No. 7 of Fraternity Quadrangle, West Hills, an Addition to the City of Lawrence, Douglas County, Kansas, described as follows: Beginning at a point on the North line of Oxford Road 637 feet South and 1200.05 feet West of the center of Section 36, Township No. 12 South, Range No. 19 East of the 6th P. M., thence North 200 feet to the South line of Cambridge Place; thence West along the South line of Cambridge Place 200 feet; thence South 200 feet to the North line of Oxford Road, thence East 200 feet to point of beginning, together with and subject to all easements and restrictions of record, and

together with all personal property of every kind, nature and sort belonging to the Mortgagor and situated or to be situated in the building now located on the above described property and used or to be used hereafter in connection with the operation of a Sorority House, as well as any and all renewals and additions to said personal property which may be made prior to the payment in full of the indebtedness secured by this instrument, including therein among other items of personal property, any and all machinery, equipment, fixtures, furnishings, bedding, linens, dishes, cooking utensils, glassware, silverware, carpets, pictures and lamps; it being understood, however, that the enumeration of any specific articles of personal property or the mention of the use to which they may be put, shall in nowise exclude, or be held to exclude, any items of personal property not specifically mentioned or which may be used for purposes other than those herein mentioned.

As additional and collateral security for the payment of the indebtedness hereby secured, Mortgagor hereby assigns, transfers and sets over unto the Mortgagee, all its right, title and interest in and to that certain lease dated August 31, 1963, by and between the Mortgagor herein as Lessor, and the Theta Omega Chapter of Delta Delta Delta, an unincorporated association of Lawrence, Kansas, as Lessee, said lease being for a term of 15 years; it being understood that this assignment is to become operative only in the event of default in the payment of the note hereby secured, or a breach in the covenants and/or agreements of the within instrument.

In addition to the monthly payments of principal and interest payable under the terms of the note hereby secured, Mortgagor covenants and agrees to pay on the first day of each month until the indebtedness is paid, 1/12 of the annual taxes and assessments levied or to be levied against the premises described herein and 1/12 of the annual hazard insurance premium; said funds to be held in trust by the Mortgagee and paid by it on taxes before delinquent and on insurance premiums when due. If the reserve is not sufficient to take care of all items, Mortgagor, upon receipt of notice of the amount of the deficiency, will immediately pay same to the Mortgagee.