

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said The Sigma Alpha Epsilon Fraternal Association, a Kansas Corporation, has this day executed and delivered one certain promissory note to said party of the second part, for the sum of TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS bearing even date herewith, payable at Evanston, Illinois, or any other place designated by the Mortgagee, in equal installments of Four Hundred Sixteen and 67/100 (\$416.67) each, plus interest, in accordance with the terms of the said promissory note, the first quarterly installment payable on the second day of October, 1967, and subsequent quarterly installments of \$416.67 each, plus interest, due and payable on the second days of January, April, July, and October of each year thereafter, until the entire principal and interest are fully paid, and in any event, the final payment of principal and interest, if not sooner paid, shall be due and payable on the 15th day of August, 1982.

WHEREAS, this mortgage is made subject to one first mortgage upon the above-described Real Estate, for the sum of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00) with interest thereon at the rate of four and one-half percent (4-1/2%), payable in accordance with the terms of the promissory note securing the said mortgage, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage,

then the party of the second part or its assigns or the legal holder of this mortgage and the note secured hereby, may at its option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall draw interest at the rate of one percent (1%) per month from the time of said payment and it may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of one percent (1%) per month from the date of said default until fully paid. Appraisal waived at option of mortgagee.

Now if said The Sigma Alpha Epsilon Fraternal Association, a Kansas Corporation, shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; but otherwise shall remain in full force and effect. And if said sum or sums of money, or any part thereof, or any interest thereon, are not paid when the same become due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum or sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said party of the first part, for itself and its successors or assigns does hereby covenant to and with the said party of the second part, its successors or assigns, that it is lawfully seized in fee of said premises, and has good right to sell and convey the same, that said premises are free and clear of all encumbrances, except the above mortgage in the sum of Sixty-Five Thousand Dollars (\$65,000.00), which is of record on this date. In the event the mortgagor shall sell the mortgaged premises or any part thereof or permit the premises to be used (except during vacation periods) for any purpose other than as a chapter house of Sigma Alpha Epsilon Fraternity, the entire amount due and payable on the note secured by this second mortgage on this mortgagor's real estate shall at the option of the mortgagee immediately mature and become due and payable and this mortgagor and its successors or assigns shall forever warrant and defend the title of the said real estate covered by this mortgage against the lawful claims and demands of all persons whomsoever.