

11270 MORTGAGE

BOOK 148

THIS INDENTURE, Made this 10th day of November, 1967, by and between  
NU CHAPTER OF SIGMA NU, A Corporation  
of Lawrence, Kansas, Mortgagor, and  
BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA, Kansas City, Missouri  
a corporation organized and existing under the laws of Missouri, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of  
TWO HUNDRED THOUSAND AND NO/100-----Dollars (\$ 200,000.00 ), the  
receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the  
Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the  
County of Douglas, State of Kansas, to wit:

Lots 1, 2, 3 and 4, in Sigma Nu addition No. 2, an Addition to the City of  
Lawrence, as shown by the recorded Plat thereof, in Douglas County, Kansas.

TO HAVE AND TO HOLD the premises described, together with all and singular the tene-  
ments, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits  
thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles,  
gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fix-  
tures of whatever kind and nature at present contained or hereafter placed in the buildings now or  
hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected  
or placed in or upon the said real estate or attached to or used in connection with the said real  
estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the  
plumbing therein, or for any other purpose appertaining to the present or future use or improve-  
ment of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would  
become part of the said real estate by such attachment thereto, or not, all of which apparatus,  
machinery, chattels and fixtures shall be considered as annexed to and forming a part of the free-  
hold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor  
of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the prem-  
ises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he  
will warrant and defend the title thereto, forever against the claims and demands of all persons  
whomsoever.

two

This mortgage is given to secure the payment of the principal sum of  
TWO HUNDRED THOUSAND AND NO/100-----DOLLARS (\$ 200,000.00 ),  
with interest thereon, as evidenced by a certain promissory note of even date herewith, the terms of  
which are incorporated herein by reference, payable in installments as provided by said note until the  
total amount of indebtedness to the Mortgagee, its successors and assigns, has been paid in full with  
final maturity on December 1, 1987 and October 1, 1987.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal and interest evidenced by the said note, at the times  
and in the manner therein provided.
2. That he will pay all taxes, assessments, water rates, and other governmental or municipal  
charges, fines, or impositions, for which provision has not been made herein, and in default thereof  
the Mortgagee may pay the same.
3. That he will keep the premises above conveyed in as good order and condition as they are  
now and will not commit or permit any waste thereof, reasonable wear and tear excepted.
4. That the Mortgagor will keep the improvements now existing or hereafter erected on the  
mortgaged premises, insured as may be required from time to time by the Mortgagee against loss  
by fire and other hazards, casualties and contingencies in such amounts and for such periods as it  
may require and will pay promptly, when due, any premiums on such insurance provision for pay-  
ment of which has not been herein made. All insurance shall be carried in companies approved by  
the Mortgagee and the policies and renewal thereof shall be held by it and have attached thereto  
loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will  
give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly  
by the Mortgagor, and each insurance company concerned is hereby authorized and directed to  
make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mort-  
gagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee  
at its option, either to the reduction of the indebtedness hereby secured or to the restoration or re-  
pair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to  
the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest  
of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
5. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes,  
insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and  
all sums so advanced, with interest thereon at 10 per annum from the date of such advance,  
shall be payable on demand and shall be secured hereby.