

MORTGAGE

12175

(No. 52K)

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BOOK 149

This Indenture, Made this fifteenth day of August, 19 67, between
Beta Theta House Association of Phi Kappa Tau

of Lawrence, in the County of Douglas and State of Kansas
party of the first part, and The Lawrence National Bank
Lawrence, Kansas part y of the second part.

Witnesseth, that the said part y of the first part, in consideration of the sum of
Fifty Seven Thousand and no/100 DOLLARS

to it duly paid, the receipt of which is hereby acknowledged, has sold, and by
this indenture do es GRANT, BARGAIN, SELL and MORTGAGE to the said part y of the second part, the
following described real estate situated and being in the County of Douglas and State of

Kansas, to-wit: Beginning at a point 300.6 feet South and 314.92 feet East of the Center
Quarter corner of Section Thirty-Six (36), Township Twelve (12) South, Range Nineteen
(19) East; thence North 27° 10' West a distance of 97.4 feet; thence North 11° 10' West
a distance of 91.9 feet; thence North 0° 24' East a distance of 243.85 feet; thence
West a distance of 138.33 feet; thence North a distance of 213 feet; thence North 26°
41' East a distance of 131.8 feet to the South line of 10th Street of City of Lawrence,
Kansas; thence East along the South line of 10th Street to the West line of Arkansas
Street, a distance of 167.8 feet; thence South along the West line of Arkansas Street
produced South from City of Lawrence, Kansas, a distance of 100 feet; thence South 31°
25' East a distance of 83 feet; thence South 11° 01' West, a distance of 256.37 feet;
thence South 89° 35' West a distance of 43.6 feet; thence South 0° 24' West a distance
of 147.72 feet; thence South 11° 10' East a distance of 82.51 feet; thence South 27° 10'
East a distance of 89.8 feet; thence South 60° West a distance of 40.05 feet to the
point of beginning, containing 2.28 acres more or less, in the City of Lawrence, Douglas
County, Kansas. First party Corp. in consideration of this instrument agrees that in event
of default hereunder the period of redemption shall be reduced to six months.
Including the rents, issues and profits thereof provided however that the Mortgagors shall
be entitled to collect and retain the rents, issues and profits until default hereunder,
with the appurtenances and all the estate, title and interest of the said part y of the first part therein.

And the said part y of the first part do es hereby covenant and agree that at the delivery hereof it is the lawful owner
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,
no exceptions

and that it will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part y of the first part shall at all times during the life of this indenture, pay all taxes
and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that it will
keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and
directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of
interest. And in the event that said part y of the first part shall fail to pay such taxes when the same become due and payable or to keep
said premises insured as herein provided, then the part y of the second part may pay said taxes and insurance, or either, and the amount
so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment
until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of
Fifty Seven Thousand and no/100 DOLLARS,

according to the terms of certain written obligation for the payment of said sum of money, executed on the fifteenth
day of August, 19 67, and by its terms made payable to the part y of the second
part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the
said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event
that said part y of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged.
If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real
estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said
real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute
and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture
is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for

the said part y of the second part its agents or assigns to take possession of the said premises and all the improve-
ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to
sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to
retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be,
shall be paid by the part y making such sale, on demand, to the first part y.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all
benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives,
assigns and successors of the respective parties hereto.

In Witness Whereof, the part y of the first part has caused this mortgage to be signed on its behalf
not above written By its President, thereunto duly authorized so to do, and to be attested by
its Secretary, and has caused its common seal to be hereunto affixed, the day and year
last above written.

BETA THETA HOUSE ASSOCIATION OF PHI KAPPA TAU (SEAL)

By James H. Weimer (SEAL)
James H. Weimer, President (SEAL)

Attest John C. Nangle
John C. Nangle, Secretary (SEAL)