

In the event of any default in the performance of any agreement or covenant in said note or this mortgage, Mortgagors, upon demand, will immediately deliver to Mortgagee, or its appointee, all leases or agreements for occupancy of space in said premises, together with a separate and specific assignment of each of them to Mortgagee, or its appointee, in form approved by Mortgagee; and Mortgagee, with or without such specific assignment, may take possession and assume the management of said premises and collect the rentals and other income therefrom, execute all powers and authority reserved to the lessor under the lease terms, including any right or power therein to forfeit or cancel such lease, and modify the provisions of present leases and make new leases or rental contracts in the name of the owner of the property, or otherwise; and the lessees and other occupants of said premises are hereby authorized and directed, upon demand, to pay to Mortgagee, or any person designated by it for that purpose, all amounts due or to become due from them under said leases and any extensions or renewals thereof, or by reason of such occupancy; and such possession and management by Mortgagee shall not in any way affect its rights of foreclosure and the appointment of a receiver as hereinbefore provided.

Mortgagee may from time to time waive its right hereunder to collect rents and other income but any such waiver shall not prejudice Mortgagee's right to make such collections thereafter so long as and whenever a default exists under this mortgage or the note hereby secured. Mortgagee shall have the right, but shall not be required, to sue for collection of rents, possession of premises or other remedy, but shall not be liable for failure to collect rents or other income and shall be held accountable for only such amounts as are actually received. Funds received by the Mortgagee shall be applied at its discretion to expenses of collection, including reasonable attorneys' fees, necessary repairs, taxes and insurance on the mortgaged premises, and on account of the indebtedness hereby secured.

No change or modification of a lease or rental contract covering premises herein described shall be binding on the Mortgagee unless consented to in writing by the Mortgagee.

IN WITNESS WHEREOF, said Mortgagors hereunto set their hand the day and year first written above.

ATTEST:

By: Ann Lanning, Secretary

By: Geraldine E. Cook, Treasurer

THE SIGMA OF ZETA TAU ALPHA HOUSE CORPORATION

By: Betty S. Ogg, President

STATE OF MISSOURI)

COUNTY OF JACKSON)

(SS. Be it remembered that on this 18th day of March, A.D. 1970, before the undersigned, Bonnie Anderson, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Ann Lanning, who is personally known to me to be the same person who executed the foregoing instrument of writing as Secretary of The Sigma of Zeta Tau Alpha House Corporation, the Mortgagor above named, and duly acknowledged the execution of the same as the act of said corporation.

And thereupon the said Ann Lanning being by me duly sworn, deposed and said that the said Ann Lanning is the Secretary of said corporation; that the seal affixed to said mortgage is the common and corporate seal of said corporation; and that it was affixed thereto by its authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires December 14, 1972.

Bonnie Anderson
Bonnie Anderson - Notary Public

MISSOURI
STATE OF KANSAS

County of JACKSON

(SS. Be it remembered that on this 8th day of January, A.D. 1970, before the undersigned, Bonnie Anderson, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Betty S. Ogg and Geraldine E. Cook, who are personally known to me to be the same persons who executed the foregoing instrument of writing as President, and Treasurer Secretary, respectively, of The Sigma of Zeta Tau Alpha House Corporation the Mortgagor above named, and severally duly acknowledged the execution of the same as the act of said corporation.

And thereupon the said Betty S. Ogg and Geraldine E. Cook being by me duly sworn, deposed and said and each for himself deposed and said, that the said Betty S. Ogg is the Treasurer Secretary of said corporation; that the seal affixed to said mortgage is the common and corporate seal of said corporation, and that it was affixed thereto by its authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Bonnie Anderson
Bonnie Anderson - Notary Public
My commission expires December 14, 1972.

Recorded March 20, 1970 at 9:30 A.M.

Jennie Beem Register of Deeds