

MORTGAGE

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(42B)

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This Mortgage, Made this 28th day of July in the year of Our Lord, One Thousand Nine Hundred and Forty-seven by and between

The Kansas Upsilon House Association (a Kansas Corporation)

of the County of Douglas and State of Kansas party of the first part, and
Security National Bank of Kansas City

Witnesseth. That said party of the first part, for and in consideration of the sum of Twelve Thousand and no/100 Dollars to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part and to its successors heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit: A strip of land Fifty (50) feet wide from North to South off the North side of Lot Five (5) running the whole length of said Lot in Block Eight (8) in Cread Addition to the City of Lawrence

At any time there is a default in the payment of the debt hereby secured or in the performance of any obligation herein contained, all rents due and to become due to the party of the first part on said premises are hereby assigned to the party of the second part, and the party of the second part is authorized to collect and receipt for the same; and in case of any default in the performance of the obligations contained in this mortgage, if the said property or any part thereof is vacant the party of the second part is hereby authorized to rent the same or any part thereof that may be vacant for and on account of the parties of the first part, and collect the rents thereon, and the parties agree that all rents collected on said real property by the parties of the second part hereunder, after deducting the costs of collection and administration, shall be applied on the debt hereby secured. In case of default in the performance of any obligation secured by this mortgage, parties of the second part may take possession of the said real property and administer the same as mortgagee in possession

To HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its successors heirs and assigns forever; PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said first party has this day executed and delivered a certain promissory note in writing to the party of the second part, payable at Kansas City, Kansas as follows, to-wit:

Kansas City, Kansas, July 28, 1947 No. For value received, we promise to pay to the order of

Security National Bank of Kansas City at its office in Kansas City, Kansas.

Twelve Thousand and no/100 Dollars in payments as follows, namely, in 39 successive installments quarterly Three Hundred Dollars each exclusive of interest, beginning with the first installment Oct. 15, 1947 and in addition thereto on July 15, 1957 months from date an installment equal in amount to whatever of the principal would then remain unpaid if all of the preceding installments had been paid when due; together with interest from date at the rate of five per cent (5%) per annum payable quarterly and with interest at the rate of ten per cent (10%) per annum on the principal of each unpaid installment after its maturity until paid. If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once and bear interest at the rate of ten per cent per annum until paid. Presentment, demand for payment, protest and notice of protest for non-payment, waived by the makers and endorers of this note.

Due in quarterly payments quarterly 7-15-57 The Kansas Upsilon House Association (A Kansas Corporation) by President Address 1233 Cread Avenue by Lawrence, Kansas Secretary Phone

Now, if the said first party shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according