

MORTGAGE

33307 BOOK 92
(428)

Printed and sold by
The Lane Printing Company, Kansas City, Kansas

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

by and between
The Kappa Upsilon House Association (A Kansas Corporation)

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

part Y of the second part

Witnesseth. That said part Y 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 part Y of the second part, the receipt whereof is hereby acknowledged, has
granted, bargained, sold, and conveyed, and by these presents do ~~grant~~ grant, bargain, sell and convey unto the said part Y
of the second part and to its successors 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 Oread
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.

This mortgage is made to correct and amend the mortgage recorded in Book 92,
Page 537, August 25, 1947, wherein the mortgagor was named as the Kansas
Upsilon House Association instead of its correct name, Kappa Upsilon House
Association, and this mortgage is to be deemed an amendment of and a
substitution for the said mortgage and is not a new mortgage or a new consideration.

To HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said
part Y of the second part, and to its successors 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 part Y of the second
part, payable at Kansas City, Kansas
as follows, to-wit:

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

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 of Three Hundred ----- Dollars

each exclusive of interest, beginning with the first installment October 15, 1947 and in addition thereto on July 15, 1957

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
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. Payment, demand for payment, protest and notice of protest for non-payment, waived
by the makers and endorers of this note.

Due in monthly payments

Quarterly 7-15-57

Address 1233 Oread Avenue
Lawrence, Kansas

THE KAPPA Upsilon HOUSE ASSOCIATION
(A Kansas Corporation)

By President

By Secretary

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