

the indebtedness, or any part thereof hereby secured, remains unpaid, including taxes levied or assessed upon this mortgage or upon the debt secured hereby, and hereby waives all right to treat the payment of such taxes or assessments as a payment on the debt secured hereby or as being to any extent a discharge thereof.

And the mortgagor agrees to keep the buildings now erected or which may hereafter be erected on said premises, insured against loss by fire, earthquake, cyclone or tornado, in an amount equal to the principal sum of said promissory note (or less if satisfactory to the mortgagee) in such companies as may be satisfactory to the mortgagee. The policies for such insurance shall be made payable, in case of loss, to said mortgagee, and shall be delivered to and held by it as further security; and that in default thereof, said mortgagee may procure such insurance, not exceeding the amount aforesaid, to be effected either upon its interest as mortgagee or upon the interest of the owner of the mortgaged premises, and in its name, loss, if any, being made payable to the said mortgagee, and may pay and expend for premiums for such insurance such sums of money as it may deem to be necessary; and the mortgagor further agrees promptly to pay and settle, or cause to be removed by suit or otherwise, all adverse claims against said property.

In case said taxes, assessments or encumbrances so agreed to be paid by the mortgagor be not so paid, or said buildings so insured and said policies so made payable, in case of loss, to said mortgagee, or said adverse claims so paid, settled or removed, then the mortgagee, being hereby made the sole judge of the legality thereof, may, without notice to the mortgagor, pay such taxes, assessments or encumbrances, obtain such policies of insurance, not exceeding the amount aforesaid, to be effected either upon its interest as mortgagee or upon the interest of the owner of the mortgaged premises, and in its name, loss, if any, being made payable to the said mortgagee, and pay or settle any or all such adverse claims, or cause the same to be removed by suit or otherwise.

The mortgagor agrees to keep said property in good condition and repair and to permit no waste thereof, and should said property, or any part thereof, require any inspection, repair, cultivation, irrigation, fertilization, fumigation, or protection, other than that provided by the mortgagor, then the mortgagee, being hereby made the sole judge of the necessity thereof, and without notice to the mortgagor may enter, or cause entry to be made, upon said property, and inspect, repair, cultivate, irrigate, fertilize, fumigate, or protect said property as it may deem necessary. All sums expended by the mortgagee in doing any of the things above authorized are secured hereby and shall be paid to the mortgagee by the mortgagor in said gold coin, on demand, together with interest from the date of payment, at the same rate of interest and in the same manner as is provided to be paid in the note hereinbefore set out.

In the event of a loss under said policies of insurance, the amount collected thereon shall be credited first to the interest due, if any, upon said indebtedness, and the remainder, if any, upon the principal sum; and interest shall thereupon cease on the amount so credited on said principal sum.

The mortgagor promises to pay said note according to the terms and conditions thereof; and in case of default in the payment of same, or of any installment of interest thereon when due, or if default be made in the payment of any other of the moneys herein agreed to be paid, or in the performance of any of the covenants or agreements herein contained on the part of the mortgagor, the whole sum of money then secured by this mortgage shall become immediately due and payable at the option of the holder of said note, and this mortgage may thereupon, or at any time during such default, be foreclosed, and the filing of the complaint in foreclosure shall be conclusive notice of the exercise of such option by the mortgagee.

The plaintiff in such suit of foreclosure shall be entitled, without notice, to the appointment of a receiver, to collect and receive the rents, issues and profits of the mortgaged premises, and to exercise such other powers as the Court shall confer.

It is also agreed that should this mortgage be foreclosed, then in the decree of foreclosure entered in such action, the property described therein may be ordered sold en masse—or as one lot or parcel, at the option of the mortgagee.

AND ALSO, that the mortgagee may at any time, without notice, release portions of said mortgaged premises from the lien of this mortgage, without affecting the personal liability of any person for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the mortgaged premises for the full amount of said indebtedness then remaining unpaid.

The mortgagor hereby mortgages the property hereinbefore described, to secure the performance of every promise and agreement herein contained, direct or conditional, and to secure the repayment to the mortgagee of all sums paid, laid out or expended by the said mortgagee under the terms of this mortgage, and also to secure the attorney's fees and costs provided for by this mortgage in case of a foreclosure thereof.

Every covenant, stipulation and agreement herein contained shall bind and inure to the benefit of said parties, their successors, heirs, executors, administrators or assigns.

WITNESS the corporate name and seal of the Mortgagor the day and year first above written, by its President and Secretary thereunto authorized.

Corp. Seal
Signed and Sealed in Presence of
Geo. Dunkley
Geo. F. Trefz

PHI GAMMA DELTA CHAPTER HOUSE
ASSOCIATION (SEAL)
By H. A. Rice (SEAL) President
By P. H. Friend (SEAL) Secretary

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss

Be it remembered, that on this 29 day of April, 1931, before me, a Notary Public in and for the County and State aforesaid, came H. A. Rice, President, and P. H. Friend, Secretary of Phi Gamma Delta Chapter House Association, a corporation, who are personally known to me to be such officers and who are personally known to me to be the persons who executed as such officers the within instrument of writing on behalf of such Corporation, and such persons duly acknowledged the execution of the same to be the act and deed of such Corporation.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

Legal Seal
My commission expires
My Commission Expires March 25th, 1933.

R. M. Fitzpatrick
Notary Public

Recorded Nov. 30, A. D. 1932 at 10:45 A. M.

Edw. J. Conarty Register of Deeds

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