

MORTGAGE

This Mortgage, made this 1st day of March, 1939, by and between the ALUMNI OF KANSAS CHAPTER OF DELTA Upsilon, a corporation of the State of Kansas, hereinafter called the "Mortgagor", and THE COLUMBIA NATIONAL BANK OF KANSAS CITY, Kansas City, Missouri, a corporation, hereinafter called the "Mortgagee", WITNESSETH:

That the Mortgagor, for and in consideration of the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) to it in hand paid by the said Mortgagee, 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 Mortgagee and to its successors and assigns forever, all the following described property lying and situate in the City of Lawrence, County of Douglas, and State of Kansas, to-wit:

Site Two (2) CRESTVIEW, West Hills, described as follows: Beginning at a point Nine Hundred Fifty and Eighty-four Hundredths (950.84) Feet West and One Hundred Thirty-One (131) Feet South of the center of Section Thirty-six (36), Township Twelve (12) South, Range Nineteen (19) East to an iron pin, the point of beginning; thence South One Hundred Twenty-two (122) Feet to an iron pin; thence East Two Hundred Ninety-three and Six Tenths (293.6) Feet, more or less, to the center of West Hills Parkway, a township road; thence in a Northeasterly direction One Hundred Twenty-eight and Two Tenths (128.2) Feet, more or less, along center of West Hills Parkway to a point due East of the point of beginning; thence due West Three Hundred Thirty-two and Two Tenths (332.2) Feet, more or less, to the point of beginning, subject to land taken for West Hills Parkway, adjacent to the City of Lawrence, in Douglas County, Kansas.

Subject to, but conveying all interest in, easement for driveway purposes recorded in Book 125 at page 85.

together with any and all buildings, improvements and appurtenances now standing or at any time hereafter constructed or placed on the above described land, or any part thereof, including (without in anywise limiting the foregoing general language) boilers, furnaces, heating, plumbing, ventilating, gas and/or electric light fixtures and equipment, window screens, shades, awnings and/or curtain fixtures, fittings, plants, equipment and apparatus of every kind used in and/or constituting a part of, or used or useful in connection with the operation of any building or buildings now or hereafter erected on said premises; also all furniture and fixtures now or hereafter placed in or on the above described property, including (without limiting the foregoing language) the following:

3 double beds	1 ping pong table
1 day bed	3 carved benches
24 double deck beds	42 desks
1 library table	42 chairs
4 doorsteps	2 large desks
12 overstuffed chairs	1 chest of drawers
1 rocking chair	55 dining room chairs
11 end tables	6 long dining room tables
1 A.E. Chase Grand Piano and bench	1 carved buffet
1 dresser	8 rugs
1 bureau	106 feet rubber mats
2 music cabinets	1 rug mat
4 floor lamps	36 pictures
5 table lamps	1 Roper gas range
2 leather couches	2 RCA Victor combination radio and victrola
7 chairs	1 Hoffman Steam Press
1 oak table	1 General Electric Hotel size ice-box

together with all goods chattels, furniture, furnishings, window shades, curtains, draperies, knives, forks, spoons, rugs, and floor coverings, cleaning appliances and materials, now useful in the operation of the building on the premises and also all of the hereditaments, appurtenances, rents, issues, and profits in and to the foregoing property, including all leaseholds, leases, and sub-leases now or hereafter on, in or to said real estate, and all income of the Mortgagor, its successors and assigns, arising from the conduct and operation of said property, it being the intention of Mortgagor to give and grant a first lien upon all of the property of the Mortgagor as a going concern, real, personal or mixed, used by it in the conduct or operation of the building now or hereafter erected on said premises, and to pledge all income realized and/or arising from the conduct and operation thereof, subject, however, to the lien of any purchase money mortgages on said personal property.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said Mortgagee 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 Alumni of Kansas Chapter of Delta Upsilon, a corporation of the State of Kansas, the said Mortgagor, has this day made, executed and delivered to the said Mortgagee its promissory note of even date herewith by which it promises to pay to the said The Columbia National Bank of Kansas City, or order, for value received, Thirty Thousand Dollars (\$30,000.00) payable in installments as follows, to-wit: Five Hundred Dollars (\$500.00) on the first day of November, 1940, and One Thousand Dollars (\$1,000.00) on the first days of each succeeding May and November thereafter until the first day of May 1949, at which time the entire unpaid principal balance of Thirteen Thousand Five Hundred Dollars (\$13,500.00) shall be due and payable, with interest from this date until maturity at the rate of five per cent per annum payable semi-annually on the first days of November and May of each year, with interest after maturity on both the principal and interest installments at the rate of ten per cent per annum.

Said Mortgagor, for itself, its successors and assigns, covenants with said Mortgagee, its successors and assigns, as follows:

FIRST: To pay said sum of money mentioned in said note, and the interest thereon, according to the tenor and effect thereof.

SECOND: That so long as any part of the debt hereby secured shall be unpaid to remove from said premises all statutory lien claims; to protect the title and possession of said real estate; and to pay when the same become due all taxes and assessments now existing, or hereafter levied or assessed, upon said real estate or the interest therein created by this mortgage, or which by the laws of Kansas may be levied or assessed against said Mortgagee or its mortgage interest in said land, or the debt hereby secured, or upon this mortgage.

THIRD: To keep the buildings on said premises in good repair and condition and not suffer waste thereof.

FOURTH: To keep the improvements upon said land constantly insured against loss by fire, tornado, explosion and steam boiler to the full insurable value thereof, with no co-insurance clause in the policies of insurance unless the Mortgagee shall consent thereto in writing, by such company or companies as may be approved by said Mortgagee, until said note be paid. Until otherwise required by Mortgagee, said building and improvements shall be insured for at least the sum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) against loss by fire, FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) against loss by tornado, and FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) against loss by explosion and said furniture shall be insured against loss by fire in the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00).