

NOW, if the said part of the first part shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note; then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum shall be immediately due and payable, or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the part 100 of the second part, the whole of said sum, and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said part Y of the first part, its heirs, assigns, and all persons claiming under it, at which sale, appraisement of said property is hereby waived by said part Y of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said part Y of the first part. And the said part Y of the first part shall and will pay its own expenses from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid, and directed to keep the building erected and to be erected on said lands, insured in the mortgage hereinbefore made, and to do business in the State of Kansas, to the amount of Fifty Thousand & NO/100 Dollars, for the benefit of the said part 100 of the second part or her assigns; and in default thereof said part 100 of the second part may at his option effect such insurance in their own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said part Y of the first part hereby covenants and agrees that at the delivery hereof said The Alumni Board of Kansas Gamma Chapter of the Sigma Phi Epsilon Fraternity, Inc. is the lawful owner of the premises above granted and seized of a good and lawful estate of inheritance therein, free and clear of all incumbrances and that it will warrant and defend the same in the quiet and peaceable possession of said part 100 of the second part and its heirs, assigns forever against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said part Y of the first part and said part 100 of the second part have hereunto affixed as of the day and date above written, their corporate seals, and the corporate seal to the above written.

THE ALUMNI BOARD OF KANSAS GAMMA CHAPTER OF THE SIGMA PHI EPSILON FRATERNITY, INC.

STATE OF MISSOURI

COUNTY OF Jackson

ss.

Corporate Form

On this 13th day of September, 1949, before me appeared George F. Akright and Jules F. Grogan to me personally known, who being by me duly sworn, did say that they are the President and Secretary respectively, of The Alumni Board of Kansas Gamma Chapter of the Sigma Phi Epsilon Fraternity, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said George F. Akright and Jules F. Grogan, acknowledged said instrument to be the free act and deed of said corporation, and duly acknowledged the execution of same.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Notary Public

Notary Public

Recorded September 15, 1949 at 3:20 P. M.

Harold A. Beck, Register of Deeds

Deputy

\$50,000.00

RECEIPT

RECEIVED OF Alumni Board of the Kansas Gamma Chapter of Sigma Phi Epsilon Fraternity, Inc. the within named mortgage, the sum of Fifty Thousand and no/100-----DOLLARS, in full satisfaction of the within Mortgage.

J.C. Nichols and Robert B. Caldwell, University Trustees of The William Rockhill Nelson Trust
By Cliff C. Jones, Jr.
By Menefee D. Blackwell
By Milton McGreevey
Succeeding Trustees

This receipt was written on the original mortgage this 13th day of Sept 1949
Harold A. Beck
Reg. of Deeds
J.C. Nichols