THIRD, to keep the improvements upon said land constantly insured against loss by fire and risks included and covered by extended coverage endorsements in a company or companies approved by and satisfactory to Mortgagee, its successors and assigns, during the existence of the debt hereby secured, for the sum of at least FIFTEEN THOUSAND AND 00/100 - - - - Dollars ($ 15,000.00, and all policies of insurance of whatsoever nature and in whatever amount taken out on said property constantly assigned, pledged and made payable to Mortgagee, for further securing the payment thereof, with full power hereby conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable thereunder, and Mortgagor agrees to furnish all proofs of loss and to defray the expense of collecting such insurance in the event of loss or damage. In the event any sum of money becomes payable under any such policy or policies and is paid, the same may, at the option of the Mortgagee, be applied on the indebtedness hereby secured, whether such debt is then due or not, or be paid over, either in whole or in part, to Mortgagor, to repair or replace the building or buildings damaged or destroyed, without waiving or affecting the full amount secured hereby before such damage by fire or other insured casualty occurred, and without waiving or affecting the option to foreclose or any right hereunder. Upon foreclosure of this mortgage, or in case of any default in the payments herein provided for, Mortgagor shall not be entitled to or claim the unearned premium or premiums on any such insurance, or to have said insurance canceled unless new or renewal policies have been delivered to Mortgagee.

FOURTH, to keep said property in good repair and, if under construction, complete said building, and to commit no waste thereon and do no act whereby the property hereby conveyed shall become less valuable.

FIFTH, to protect the title and possession of said premises so that this mortgage shall be a first lien thereon until said debt be paid, or if foreclosure be made, so that the purchaser shall acquire a good title in fee simple to said property, free and clear of incumbrance.

SIXTH, that Mortgagee shall be subrogated for further security to the lien, though released of record, of any prior incumbrance, mechanic's or vendor's lien on said premises paid out of money secured by this mortgage.

SEVENTH, that the Mortgagee, its successors or assigns, may extend the time of payment of said note, or any balance due thereon, by agreement with any subsequent owner of said property, without notice to or consent of any parties liable on said indebtedness, and any such extension shall not release any of the parties so liable.

If any of said agreements be not kept or performed, as aforesaid, then Mortgagee, or its successors or assigns, may: Procure abstracts of title, complete and repair said building or buildings, pay such taxes, assessments or legal charges, or any part thereof, effect such insurance paying the cost thereof, pay, satisfy or discharge any lien claim or extinguish any claim of title prior to this mortgage, including any judgment for the enforcement of any such lien or claim, and all expenses and costs and a reasonable attorney's fee if one be employed to look after the interests of Mortgagee, and all money so paid, with interest thereon from time of payment at the rate of 8% per annum, shall be an additional debt secured by this mortgage and shall be repaid by Mortgagor immediately on demand, but nothing herein contained shall be construed so as to require Mortgagee to advance any money for any of the purposes aforesaid.

Upon default in the terms and conditions of this mortgage, or in any of the payments herein provided for, Mortgagee, its successors and assigns, shall be entitled to judgment for the sum due upon said note 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 property in satisfaction of said judgment, foreclosing all rights and equities in and to said property of Mortgagor, his heirs and assigns, and all persons claiming under them, at which sale, appraisement of said property is hereby waived by Mortgagor, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by Mortgagor.

The granting by Mortgagee of any extension of time for the payment of said debt or interest, or any part thereof, to Mortgagor, or any person, or the taking of other or additional security, or failure to accelerate the maturity of said debt in case of the breach of any condition hereof, shall not affect the rights of Mortgagee nor release Mortgagor from the liability for said debt created by this mortgage, and the note hereby secured, nor from the performance of any covenant herein. No waiver of any breach of any condition or covenant herein contained shall be taken or construed as a waiver of any subsequent breach of the same or any other condition or covenant; and the exercise, or failure to exercise, by Mortgagee of any right, privilege or option hereby given shall not preclude the subsequent exercise of any such right, option or privilege on account of the same or any other breach of the covenants hereof.

The term "Mortgagor" as used herein, and references thereto in the masculine singular, shall be deemed to include any number of persons or entities, irrespective of gender, named in the first paragraph hereof, and "Mortgagor" or "Mortgagee" shall include as well the heirs, representatives, successors and assigns of either.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand the day and year first above written.

Victor H. Hildyard, Mr [SEAL]

Vivian A. Hildyard [SEAL]

KANSAS
STATE OF ~~MISSOURI~~ } ss:
County of ~~JACKSON~~ DOUGLAS }

BE IT REMEMBERED, That on this 24th. day of June, 19 52, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came - - - - - VICTOR H. HILDYARD and VIVIAN A. HILDYARD, his wife, , to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Donald O. Rutt
Notary Public

My commission expires March 8, 1954