

EIGHTH: That nothing herein contained shall be construed or taken as making it the duty of the Mortgagee to advance any money for any purpose whatsoever mentioned in this mortgage.

NINTH: The Mortgagee, before foreclosure hereunder, and the purchasers at any foreclosure sale held hereunder, shall be subrogated to the lien of any prior encumbrance or vendor's lien on said premises paid out of money secured by this mortgage, if any, whether or not said prior lien be released.

TENTH: That in the event of the passage after the date hereof of any law by the State of Kansas, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the Mortgagee shall have the right to give thirty days' written notice to the owner of said land requiring the payment of the debt secured by this mortgage, and it is hereby agreed that if such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

ELEVENTH: That, in order to more fully protect the security of this mortgage, the Mortgagor will pay to the Mortgagee, together with, and in addition to, the monthly payments under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, an installment of the taxes and special assessments levied or to be levied against the premises covered hereby and of the premium or premiums that will become due and payable to renew the insurance provided for herein. These installments shall be equal respectively to the amount of the premium or premiums for such insurance, and the taxes and assessments next due, less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become due. The Mortgagee shall hold such monthly payments in trust to pay such premium or premiums and taxes and assessments when due. If the total of such monthly payments shall exceed the amount of payment actually made by the Mortgagee for taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments of the same nature to be made by the Mortgagor. If, however, the total of such monthly payments made by the Mortgagor shall not be sufficient to pay taxes and assessments and insurance premiums, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such taxes, assessments or insurance premiums shall be due. Upon final payment of the note secured hereby, and this mortgage, the Mortgagee shall refund to the Mortgagor any portion of such monthly payments which has not yet been applied to the payment of taxes, assessments or insurance premiums. If, however, there shall be a default under any of the provisions of this mortgage the Mortgagee shall be, and hereby is, authorized and empowered to apply at any time thereafter any portion of such monthly payments then accumulated, as a credit against the amount of principal and interest then remaining unpaid under said note and any sums then remaining unpaid under this mortgage. Any deficiency in the amount of such monthly payment shall constitute an event of default under this mortgage.

TWELFTH: As further security the Mortgagor hereby assigns to the Mortgagee all rents and profits now or hereafter accruing on the premises herein described and hereby authorizes the Mortgagee, or its agent, at any time there is a default in the payment of the debt hereby secured, or in the performance of any obligation herein contained, either to collect such rents and profits without taking possession of said premises or to take possession of said premises and rent the same for the account of the Mortgagor and to apply any sums so received (after deducting all costs of collection and administration) to the debt hereby secured, free from any liability except to apply said sums as is by the mortgage provided.

THIRTEENTH: In case of the renewal or the extension of the indebtedness hereby secured, or any part thereof, all the provisions of this mortgage and the lien thereof from its date shall remain in force as fully and with the same effect as if it was made originally to mature at such extended time.

FOURTEENTH: That the covenants, agreements and powers herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, personal representatives, grantees, successors and assigns of the parties hereto and whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

FIFTEENTH: Now if the debt described in said note be paid when due and the said agreements be kept and performed as aforesaid, then these presents shall be null and void.

But if default be made in the payment of said note, or any part thereof, or any interest thereon, as therein specified, or in the performance of any agreement herein contained, then all of the indebtedness secured by this mortgage shall, at the option of the Mortgagee, by virtue of this mortgage, 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 Mortgagee shall be entitled to a judgment for the sums 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 premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the Mortgagor, and all persons claiming under him, at which sale, appraisal of said property is hereby waived by the Mortgagor and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by the Mortgagor.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed and attested by its properly authorized officers, and the corporate seal to be hereto affixed, this day and year first above written.

ATTEST:

~~Executed and attested in presence of~~

*M. B. Landau*  
Secretary

SUNSET THEATRES, INCORPORATED

(SEAL)

*Nathan S. [Signature]*  
President

(SEAL)

(SEAL)