

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereof, and the rents, issues, profits, royalties and revenues thereof and the building and buildings now or at any time hereafter erected on the mortgaged premises, including all ~~fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of said real estate (excepting personal property and trade fixtures belonging to tenants and not to Mortgagor), and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all~~ screens, awnings, storm windows and doors, window shades, inlaid floor coverings, shrubbery, plants, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air conditioning and incinerating equipment of whatsoever kind or nature, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD the same, with all and singular, the hereditaments and appurtenances thereunto belonging, unto Mortgagee, and its successors and assigns forever, provided however, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of One Hundred Thousand DOLLARS (\$ 100,000.00) and has agreed to pay the same with interest thereon according to the terms

of a certain promissory note or obligation in said principal amount bearing even date herewith, and made payable to the order of Mortgagee and executed by Mortgagor and providing for the payment thereof in installments, the last of which is due and payable on the first day of March, 19 65, subject to acceleration of maturity on default in the payment of any installment of principal or interest or the breach of any of the terms and covenants of this mortgage.

WHEREAS, Mortgagor does for himself and for his heirs, successors and assigns, hereby expressly covenant, agree and stipulate to and with Mortgagee, its successors and assigns:

FIRST: That the lien created by this mortgage is a first and prior lien and encumbrance on the above described mortgaged property.

SECOND: That Mortgagor will pay the indebtedness as in said mortgage note provided.

THIRD: That Mortgagor will procure and maintain at all times while the indebtedness, or any part thereof, remains unpaid, policies of fire insurance with extended coverage endorsements (and war risk insurance, if available) equal to eighty per cent of the full insurable value of the building or buildings now or at any time hereafter erected on the mortgaged premises, in responsible insurance companies authorized to do business in the State of Kansas, with loss, if any, payable to Mortgagee, or its successors and assigns, pursuant to the provisions of the New York Standard Mortgage Clause, which said policies shall, while the mortgage note remains unpaid in full or in part, be constantly assigned, pledged and delivered to Mortgagee for further securing the payment of the mortgage note, and all renewal policies shall be delivered to Mortgagee at its principal office above mentioned at least ten (10) days before the expiration of the old policies, and Mortgagor hereby confers upon Mortgagee full power to settle and compromise all losses; to demand, receive and receipt for all money becoming payable under any such policies and the same to apply in payment of the installments of said mortgage note in inverse order of their maturity and whether or not the same shall be due and payable, provided, however, that Mortgagee may, at its option, release the sums recoverable on any such policies or any part thereof to Mortgagor for repair or replacement of the damaged property. Mortgagor hereby confers upon Mortgagee, in the event of foreclosure, the power and authority to assign to the purchaser at foreclosure sale the unexpired term of any and all such policies. Mortgagor shall procure and maintain war risk insurance in the amount hereinabove provided only if required in writing by mortgagee.

FOURTH: That Mortgagor will pay as they respectively come due and payable any and all taxes, assessments and water rates now or at any time hereafter, while the mortgage note remains due and unpaid in whole or in part, assessed against or becoming a lien upon the mortgaged property or any part thereof and upon failure of Mortgagor so to do or in case of the actual or threatened demolition or removal of any building erected on the mortgaged premises, the entire principal of said indebtedness or so much thereof as shall remain unpaid with accrued interest thereon shall, at the option of Mortgagee, become due and payable, anything herein to the contrary notwithstanding. If requested in writing to do so, Mortgagor agrees to pay Mortgagee on each interest-paying date one-fourth ($\frac{1}{4}$) [or if interest is payable monthly, one-twelfth ($\frac{1}{12}$)] of the estimated annual tax on the mortgaged premises, which said payments shall be accumulated and held by Mortgagee for the purpose of paying the taxes. If the taxes shall amount to more than the funds accumulated therefor, then Mortgagor shall pay Mortgagee the balance necessary to pay such taxes on or before December 1 each year. Such tax deposits may be commingled with Mortgagee's other funds and shall not bear interest.

FIFTH: That Mortgagor will execute any further necessary assurance of the title to said premises, and will Warrant and Defend the same in the quiet and peaceable possession of Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.