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1. All of the ground rentals on and benefits from said premises accruing to John P. Stavros and wife, Nellie C. Stavros, their successors and assigns; and
 2. All of the right, title and interest of J. C. Lawrence Co., Inc., its successors and assigns, in and to that certain lease of the premises to J. C. Penney Company, a Delaware corporation, dated July 23, 1956, and recorded January 24, 1957, in Book 195, page 602, of the records of Douglas County, Kansas, and a Supplemental Lease Agreement by and between the same parties, dated October 30, 1957, and recorded January 23, 1958, in Book 199, pages 614 and 615, of the records of Douglas County, Kansas.

Said assignments to be exercised by mortgagee only in the event of default hereunder by mortgagor, with these assignments to terminate and become void upon payment of the debt and release of this mortgage. Provided, however, that said mortgagee, its successors and assigns, shall be chargeable with no responsibility with reference to such rentals, rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rentals, rights or benefits to mortgagor or assigns until notified by mortgagee, its successors or assigns, of the default.

PROVIDED, ALWAYS, And these presents are upon the following agreements, covenants, and conditions, to-wit:

FIRST.* That the mortgagor is justly indebted to the mortgagee in the sum of THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) - - - - - DOLLARS according to the terms of one certain mortgage note dated 15th day of December, 1958, payable in monthly installments of \$2,000.00, commencing on February 1, 1959, with the balance to be due and payable on January 1, 1979;

executed by mortgagor in consideration of the actual loan of said sum, and payable to the order of the mortgagee, with interest thereon payable as stipulated in said note, both principal and interest and all other indebtedness accruing under said note being payable in lawful money of the United States of America at the principal office of the KANSAS CITY LIFE INSURANCE COMPANY, in Kansas City, Missouri, and said note providing that if default be made in the payment of any principal or interest due, the principal and accrued interest unpaid may be declared due, and the legal holder at once proceed to collect the same, and the principal and interest not paid when due shall bear interest thereafter at the rate of ten per cent per annum.

SECOND. That the mortgagor agrees to keep all buildings and improvements on the said premises in as good repair as they are at the date hereof, to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured for insurable value against loss by FIRE, with extended coverage and loss of rentals endorsement attached, in insurance companies acceptable to the mortgagee, with policies payable to it in case of loss; to assign and deliver to mortgagee, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the mortgagee may collect the insurance moneys or may deliver the policies to the mortgagor for collection. At the election of said mortgagee, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the mortgagee may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the mortgagee as additional and collateral security for the payment of all the indebtedness secured hereby, and the said mortgagee is entitled to the possession of said property, by a receiver or otherwise, as mortgagee may elect.

FIFTH. That the mortgagor hereby agrees to pay all taxes and assessments, general or special, which may be assessed in the State of Kansas upon the said premises or upon the interest of the mortgagee therein, and if at any time any law, either state or federal, should be passed making any change in the tax laws now existing by which any additional or increased tax is sought to be imposed directly or indirectly upon the holder of this mortgage, the debt hereby secured, shall, at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted. The mortgagor further agrees not to permit any of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof or any interest therein to be sold for taxes.

SIXTH. That mortgagor hereby agrees to a pledge of securities or bond in the sum of \$10,000 to insure mortgagee of the payment of said taxes and insurance premiums as above set out, until such time as the annual gross rental on said premises is approximately \$27,000, or at mortgagee's option, a lesser sum.