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receive and collect the rents and issues therefrom and shall be entitled to have a receiver appointed to take charge of said real estate during such litigation without the proof required by statute regardless of the value of said property, accounting to Party of the First Part for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid, and the holder hereof shall in no case be held to account for rentals or damages other than for rent actually received, and this mortgage and note secured hereby shall be in all respects construed according to the laws of the State of Kansas.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, Party of the First Part hereby assigns to Party of the Second Part all of the rents, rights and benefits accruing to Party of the First Part under and by virtue of that certain lease agreement between Party of the First Part and American Petrofina Company of Texas, dated the 20th day of October, 1961, covering the above described property and any other lease on said property or which may hereafter be placed thereon, and directs any lessee on demand to pay to Party of the Second Part all rents that may be payable under the terms of any such lease provided that so long as no default be made in the payment of the note secured hereby or the interest due thereon and so long as the covenants of this mortgage shall be faithfully performed Party of the First Part shall appropriate and use the premises hereby conveyed and shall be entitled to appropriate and use all of the income and profits derived therefrom, including the rentals from any such lease. This assignment shall terminate and become null and void upon final payment of all indebtedness secured hereby.

In case the property described herein is rented or leased by Party of the First Part after the execution and before the foreclosure hereof, then the purchaser at the foreclosure sale hereunder shall have the option of considering the lessee his tenant and collecting the rent, or may disaffirm the lease and take immediate possession of the premises.

The lien hereby created shall take precedence over and be a prior lien to any other lien of any character, whether materialman's or mechanic's lien, hereafter incurred on the hereinbefore described property, but Party of the First Part covenants not to permit any materialmen's, laborer's or mechanic's lien to accrue against the same.

Any removal or attempted removal of the improvements from the hereinbefore described real property shall constitute or be equivalent to a default in Party of the First Part's obligations hereunder and any legal owner and holder of the indebtedness hereby secured, or any part thereof, is authorized to prevent any such removal by injunction or otherwise, and Party of the First Part shall pay all costs and expenses incident to any such proceedings.

Party of the First Part to the full extent that it may lawfully so agree, covenants and agrees that it will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this mortgage, or the absolute sale of the mortgaged property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof or pursuant to the decree of any court of