

when the same are by law made due and payable, then in like manner, the said Note and the whole of said sum shall 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, its heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said Note and the additional sums paid by virtue of this Mortgage, and all costs and expenses or 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 said Mortgagor, their heirs and assigns, and all other persons claiming under the Mortgagor, at which sale, appraisal of said property is hereby waived by said Mortgagor. All benefits of the Homestead Exemption, Stay Laws and Redemption Laws of the State of Kansas are hereby waived by said Mortgagor insofar as they are by law permitted to be waived in this instrument.

AND WHEREAS, Said Mortgagor does for their heirs, legal representatives, vendees and assigns, hereby covenant, agree and stipulate to and with said Mortgagee, its successors, vendees and assigns:

First, That the lien created by this instrument is a first and prior lien on the above-described land and improvements; to keep said land and improvements free from all lien claims of every kind and 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 sale be had thereunder, so that the purchaser at said sale shall acquire a good title in fee simple to said premises clear of encumbrance; to furnish and leave with the Mortgagee, during the existence of said loan, complete abstract of title to said land, to become the property of the purchaser in case of foreclosure of this Mortgage.

Second, To pay forthwith all taxes, assessments and public charges, general and special, now existing against said lands and improvements; and to pay within thirty days after the same can be paid, all taxes, assessments, and public charges general and special hereafter levied or assessed thereon.

Third, To keep all buildings and improvements above-described insured against loss by fire and such other hazards in an amount as the Mortgagee may require. The policies of such insurance shall be deposited with the Mortgagee with a satisfactory mortgage clause in favor of the Mortgagee attached thereto, and shall be in forms and amounts and issued by companies satisfactory to the Mortgagee. In default thereof said Mortgagee may at its option effect such insurance in its own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at its option pay any taxes or statutory liens against said property, all of which sums with six (6%) percent interest may be enforced and collected in the same manner as the principal debt hereby secured. The Mortgagee may collect the proceeds of any insurance which may become due, and at its option after deducting the expenses of such collection apply the balance as it deems necessary within the sole discretion of Mortgagee.

Fourth, To keep said improvements in good repair, and, if under construction, complete said building, and commit no waste thereon, nor do any other act whereby the property hereby conveyed shall become less valuable.

Fifth, That the Mortgagor will not sell, lease, transfer, alienate, deteriorate, encumber, mortgage or pledge its interest, or any part thereof, in any of the property except with the knowledge and consent of the Mortgagee.

AND The said Mortgagor does hereby covenant and agree that at the delivery hereof, said Mortgagor is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrance and that the Mortgagor will warrant and defend the same in the quiet and peaceable possession of the Mortgagee, its heirs and assigns forever; against the lawful claim of all persons whomsoever, except:

One (1) Real Estate Mortgage dated February 5, 1962 in amount of \$23,500.00 to Lawrence Building and Loan Association, Lawrence, Kansas reported in Book 120, Page 241 in the office of Register of Deeds, Douglas County, Kansas.

SBA-KC-144

REAL ESTATE MORTGAGE