

claim by Mortgagor and Mortgagor will protect, indemnify and save Mortgagee harmless from all damage, loss, costs and expenses in connection with the pursuit, search for, taking, removing, storing or sale of the Chattels.

6. The failure of Mortgagee to enforce any of its rights or remedies hereunder shall not be construed as a waiver of any provision hereof or of any right or remedy of the Mortgagee and waiver or condonation of any breach or default shall not constitute a waiver or condonation of any subsequent breach or default of the same or any other provision hereof. Each and every remedy herein contained shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity. No oral agreement, guarantee, representation or warranty shall be binding on Mortgagee. Mortgagor hereby waives all exemptions. All notices from Mortgagee to Mortgagor shall be sufficiently given if mailed or delivered to Mortgagor at 1704 West 24th Street, Lawrence, Kansas. If any term, clause or provision of this chattel mortgage shall be judged to be invalid, the validity of any other clause or provision in this chattel mortgage shall not be affected thereby. Mortgagor acknowledges receipt of a true copy and waives acceptance hereof. Time is of the essence hereof.

7. In the event any of the Chattels covered hereby shall become worn out or obsolete, Mortgagor may replace the same with like Chattels of equal or greater value. In the event of any such replacement, Mortgagor shall place or install the Chattels so acquired as replacements in the building or structure upon the land referred to above and shall immediately execute and deliver to the holder of the Note secured hereby a first chattel mortgage (in terms acceptable to the holder of said Note) upon such Chattels and shall furnish evidence satisfactory to the holder of said Note that said Chattels are otherwise unencumbered by any mortgage, charge, or lien of any kind whatsoever. The holder of the Note secured hereby shall thereupon, at the request of Mortgagor, cause to be released from the lien hereof such worn out or obsolete Chattels so replaced.

IN WITNESS WHEREOF, Mortgagor has caused this chattel mortgage to be executed and sealed on its behalf by its President and attested by its Secretary this 14th day of August, 1962. Schedule A