

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the party of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent. per annum from date of payment, shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent. per annum.

As additional and collateral security for the payment of said note the party of the first part hereby assign to said party of the second part, or assigns, all the rights and benefits accruing to the party of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that the said party of the second part, or assigns, shall be chargeable with no responsibility with reference to such 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 rights or benefits to the party of the first part, or assigns, until notified by legal holder hereof to account for and to pay over the same to such legal holder.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct, and any judgment for the foreclosure of this mortgage shall provide that all the land herein described shall be sold together and not in separate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released at the costs and expense of the party of the first part; otherwise to remain in full force and virtue.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal on the day and year first above written.

PARK PLAZA SOUTH, INC.

BY: *Frederick D. Rice*  
Frederick D. Rice, President

ATTEST: *C. J. Morgenson*  
C. J. Morgenson, Secretary-Treasurer

State of Kansas,

County of *Saline*

Be it remembered, that on this *27th* day of *September*,

A. D. 19*62*, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Frederick D. Rice, President of Park Plaza South, Inc., and C. J. Morgenson, Secretary-Treasurer, of said Corporation, personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same, for and on behalf of, and as the act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Marie Chapman*  
Notary Public, *Saline* County, Kansas.

Term expires *May 31*, 19*65*

Recorded October 2, at 2:55 P.M.

*Harold A. Beck* Register of Deeds