

THIS MORTGAGE IS MADE THIS 10TH DAY OF APRIL 1934 BETWEEN
MORTGAGEE AND MORTGAGOR

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property; that the property is free and clear of all encumbrances unless otherwise expressly stated herein and that the Mortgagor will warrant and forever defend the same against the claims of all persons whosoever, provided however that the rights of the Mortgagee hereunder shall be subject to:

4. Mortgagor shall, while any of the indebtedness remains unpaid, pay for the same before they become delinquent, all taxes, (both general and special), assessments and governmental charges lawfully levied or assessed against the mortgaged property or any part thereof.

5. Mortgagor will maintain mortgaged property in good condition and make all repairs which may be necessary to preserve and maintain the mortgaged property for the value thereof; will not alter, destroy or remove any of said property from DOUGLAS County, Kansas, without first obtaining permission in writing of Mortgagee; the Mortgagor will permit Mortgagee, its agents or representatives to inspect the mortgaged property at any time and will comply with any requirements made by Mortgagee with respect to mortgaged property or the management thereof.

6. The Mortgagor will keep the mortgaged property insured as required by the Mortgagee against loss or damage by fire and other hazards, casualties and contingencies and will carry any other kinds of insurance in such amounts and for such periods as may, from time to time be required by the Mortgagee and not less than five (5) days prior to the expiration of any policy of insurance, the Mortgagor will deliver to the Mortgagee renewal or new policies in like amounts covering the same risks. All insurance shall be carried in insurance companies approved by Mortgagee and the policies shall include the provisions making loss payable to Mortgagee as its interest may appear. All policies of insurance shall be delivered to and held by Mortgagee and the Mortgagor will pay promptly when due, all premiums for such insurance. Should any loss occur to insured property, the Mortgagee is hereby appointed attorney in fact for the Mortgagor to make proof of loss if the Mortgagor fails to do so promptly and to adjust and settle such loss for Mortgagor and to receipt for any sums collected under said policies, which said sums or any part thereof, at the option of the Mortgagee may be applied as payment on the indebtedness hereby secured, or to the restoration or repair of the property so destroyed or damaged. The Mortgagor promptly will give notice by mail to the Mortgagee of any loss or damage to the mortgaged property and will not adjust or settle such loss without written consent of Mortgagee. In event of foreclosure of this Mortgage, all right, title and interest of the Mortgagor to and in any insurance policy then in force shall pass to the purchaser at the foreclosure sale and Mortgagee is hereby appointed attorney-in-fact for the Mortgagor to assign and transfer said policies.

7. The Mortgagor will not, to the prejudice of the Mortgagee sell, lease, transfer, alienate, deteriorate, encumber, mortgage or pledge its interest or any part thereof, in any of the mortgaged property or assets, whether now owned or hereafter acquired except by purchaser money lien upon property hereafter acquired and other liens upon property at the time of the acquisition thereof.

8. The Mortgagor, for better security of the indebtedness hereby secured will, from time to time, forthwith upon the request of the Mortgagee, make, execute, acknowledge and deliver to the Mortgagee, further mortgages, pledges and/or assignments of all property acquired by him after the date hereof (all in form satisfactory to the Mortgagee) and pay all expense incident thereto.