

6. For itself, its successors and assigns, does hereby wholly waive any and all rights and periods of redemption on and after foreclosure.

7. Any award in condemnation or damages for the taking use of, or injury to, the premises is hereby assigned to Mortgagee and shall be applied to reduction of the indebtedness secured hereby, except or unless Mortgagee shall specifically release any such award or all or a portion of the proceeds thereof to the Mortgagor by written release.

8. That this mortgage secures the payment of any and all existing and future notes, loans, advances and any renewal or renewals of note/s and each and all of the payments and obligations thereunder, and Mortgagee without notice may release any part of the security described herein or any obligor or guarantor on any indebtedness secured hereby and may extend the time for the payment of any of the indebtedness secured hereby and such agreement shall not in any way release any other obligor or guarantor or impair the lien hereof and the lien of this instrument shall remain, continue and be extended in full force and effect.

9. That if Mortgagor shall fail to pay all or any part of the indebtedness with interest hereby secured when each is due or if Mortgagor shall fail to perform any of the covenants and agreements hereof, or if any of the conditions or warranties hereof are or have been breached, then in such event, the whole indebtedness hereby secured shall, at the option of the Mortgagee, and without notice, become immediately due and payable and this mortgage shall be subject to foreclosure according to law and Mortgagee shall have the right to enter into the possession of the mortgaged premises and to collect the rent, income and profits from the mortgaged property with or without the appointment of a receiver and any such sum collected shall be credited first on the advances, if any made by Mortgagee pursuant to Paragraph five (5) hereof, with interest thereon, then on interest on the principal debt and then on the principal debt hereby secured.

10. That notice of the exercise of any option herein granted to the Mortgagee is hereby waived.

This mortgage may not be modified except by consent in writing of the Mortgagee duly acknowledged. Whenever used the singular number shall include the plural, the plural the singular, and the term Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF this instrument has been executed, its corporate seal hereto affixed and delivered the day and year first above written.

Haverty and Hedges, Inc.,  
a Kansas corporation

By Charles W. Hedges  
Charles W. Hedges, President

Alvin D. Haverty  
Alvin D. Haverty, Secretary

STATE OF KANSAS )  
DOUGLAS COUNTY ) SS:

BE IT REMEMBERED, That on this 10<sup>th</sup> day of December, 1964, before me, a Notary Public, in and for said County and State came

CHARLES W. HEDGES President  
of Haverty and Hedges, Inc., a Kansas corporation, to me personally known to be the same person who executed the foregoing instrument, and duly

-2-

acknowledged the execution of the same, for and on behalf, and as the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

L. E. Eby  
Notary Public

(My commission expires Oct. 21, 1966)

Recorded December 21, 1964 at 9:16 A.M.

Harold A. Beck Register of Deeds