

maintained as hereinbefore provided; or upon default in full performance of each and every stipulation and covenant herein contained, or upon a transfer of the title of said premises, or any part thereof, by the Mortgagor without prior written consent of the Mortgagee, the whole principal sum secured by this mortgage, with interest thereon, and all other amounts hereby secured shall at the option of the holder of this mortgage, become immediately due and payable, and this mortgage may be foreclosed accordingly; and no demand for fulfillment of conditions broken, or notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage, and no delay or failure on the part of the Mortgagee to exercise any option herein granted at the time of default shall be deemed or held a bar or waiver by the Mortgagee of any right to exercise such option.

Eighth: To the extent the Mortgagor may lawfully do so, the said Mortgagor hereby waives the benefit of any and all homestead, exemption, redemption and stay laws of the State of Kansas and any and all laws relating to the appraisal or appraisement of property upon the foreclosure of mortgages.

Ninth: It is further agreed that in event any of the land hereinabove described is sought to be taken by virtue of the law of eminent domain the said Mortgagor, administrators, executors, successors or assigns will promptly notify the Mortgagee or its assigns of the institution of proceedings in eminent domain, and agrees and directs that all condemnation or purchase money which may be agreed upon or which may be found to be due, be paid to said Mortgagee or its Assigns and be credited upon the balance due hereunder.

The terms, provisions, obligations, covenants and stipulations herein set forth shall be binding upon the Mortgagor and all successors and assigns of the Mortgagor and shall inure to the benefit of the Mortgagee, its successors and assigns, and each holder of indebtedness secured, or intended to be secured, hereby.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Mortgagor has executed and delivered these presents this 15th day of MARCH, 1965.

Merlin C. Stickelber
 MERLIN C. STICKELBER, as Manager of
 Stickelber & Associates, a Joint Venture
 established under Joint Venture Agreement
 dated September 28, 1964.