

In the event of any default under the terms of this mortgage, any part or all of said reserve fund may be applied to any part of the indebtedness hereby secured and in refunding any part of said reserve fund the mortgagee may deal with whom-ever is represented to be the owner of said property at that time.

13. Mortgagor will deliver to the mortgagee a statement of annual income and expenses, in detail satisfactory to the mortgagee, in connection with the mortgaged premises within ninety (90) days after the expiration of each fiscal year, certified by a certified public accountant or as otherwise acceptable to the mortgagee.

14. Mortgagor will operate such property at all times as apartments, and will not acquire any fixtures, equipment, furnishings or apparatus covered by this mortgage subject to any security interest or other charge or lien taking precedence over this mortgage.

15. That, in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the mortgagor, the mortgagee may deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the mortgagor, without in any manner vitiating or discharging the mortgagor's liability hereunder, or upon the debt hereby secured.

16. In the event of the passage after the date of this mortgage of any law of the State of Kansas, deducting from the value of the land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages, or the manner of collection of any such taxation so as to affect this mortgage, the holder of this mortgage and the debt which it secures shall have the right to give thirty (30) days' written notice to the owner of the land requiring the payment of the debt secured hereby. If such notice be given, the said debt shall become due, payable, and collectible at the expiration of said thirty (30) days; provided, however, that such requirement of payment shall be ineffective if the mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder, without any penalty thereby accruing to the holder of this mortgage and the debt secured hereby, and if the mortgagor does pay such tax prior to the date upon which payment is required by such notice.

17. Mortgagor hereby appoints Mortgagee its true and lawful attorney in fact to manage said property and collect the rents, with full power to bring suit for collection of said rents and possession of said property, giving and granting unto said Mortgagee and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed. Provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be needful or necessary. Mortgagee shall receive the proceeds of the rents and profits of said premises, out of which it shall pay: FIRST: Reasonable charges for collection of rents, cost of necessary repairs and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents; NEXT: General and special taxes, insurance premiums and all accrued principal and interest on the note secured hereby. This power of attorney and assignment of rents shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney and assignment of rents. This power of attorney to collect rents shall not take effect until and unless default is made in the payment of principal or interest on the note secured hereby or any extension thereof, or default in the performance of any covenant in this Mortgage contained, and shall continue only during such default or any subsequent default.