

FIFTH. Simultaneously with the execution of this Mortgage, the MORTGAGOR, as additional security for the payment of indebtedness described in and secured hereby, has sold, transferred and assigned to the MORTGAGEE, its successors and assigns, all of its right, title and interest in and to the rents, issues and profits, including proceeds by virtue of exercise of purchase options, from the premises and specifically all of its interest as landlord in that certain lease dated March 11, 1965, as amended October 5, 1965, executed by Embee Company, Inc., as landlord, and F. W. Woolworth Co., as tenant, demising and leasing all or a part of the premises secured by this Mortgage. The MORTGAGOR expressly covenants and agrees that if the said tenant fails to perform and fulfill any term, covenant, condition or provision in said lease, on its part to be performed or fulfilled at the times or in the manner in said lease provided, then, in such event, at the option of the MORTGAGEE, or of the then holder of the note secured hereby, and without notice to the MORTGAGOR, such default by such tenant shall constitute a default hereunder, and all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in said note or in this Mortgage to the contrary, become due and payable immediately.

Any breach or default by the MORTGAGOR under the provisions of any assignment of any lease or leases of the premises given as additional security for the payment of the indebtedness secured hereby, or upon any failure or default of the MORTGAGOR to fully and faithfully perform all obligations of landlord in said lease, or, upon failure of the MORTGAGOR to fully protect, insure, preserve and cause continued performance and fulfillment of the terms, covenants or provisions in said lease required to be performed or fulfilled by the tenant, shall constitute a default hereunder.

SIXTH. That the MORTGAGOR hereby agrees to pay all taxes and assessments, general or special, which may be assessed in the State of Kansas, upon the said premises or upon the interest of the MORTGAGEE therein, and if, at any time, any law, either state or federal, should be passed making any change in the tax laws now existing by which any additional or increased tax is sought to be imposed directly or indirectly upon the holder of this Mortgage, the debt hereby secured shall, at the option of the MORTGAGEE, become immediately due and collectible, notwithstanding anything contained in this Mortgage or any law hereafter enacted. The MORTGAGOR further agrees not to permit any of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof or any interest therein to be sold for taxes.

SEVENTH. That in the event the premises, or any part thereof, are taken under a power of eminent domain, the entire award shall be paid to the said MORTGAGEE and applied upon the principal last maturing hereon, and the MORTGAGEE is hereby empowered in the name of the MORTGAGOR to receive and give acquittance for any such award or judgment, whether it be joint or several.

EIGHTH. The MORTGAGOR will pay all costs, charges and expenses, including reasonable attorneys' fees, immediately upon demand therefor, as may be incurred by the MORTGAGEE in the event it is named a party defendant to any judicial proceedings by reason of its having an interest in the real estate described herein.

NINTH. The MORTGAGOR agrees that, in order more fully to protect the security of this Mortgage, the MORTGAGOR will, at the