

297
292

In the event of default in the payment of either principal or interest of this note as and when the same become due and payable respectively, or in the event of default in any of the terms, covenants or conditions in the aforesaid mortgage, the holder hereof may, at such holder's option, declare the entire principal sum then outstanding and unpaid, and interest accrued thereon to be due and payable immediately, and thereupon said principal sum then outstanding and unpaid shall in its entirety become due and payable, together with any unpaid interest due and payable thereon.

The maker, endorsers, guarantors, sureties and all other parties liable for the payment of any sum or sums due or to become due under the terms of this note, severally waive presentment, demand for payment; protest and notice of dishonor and consent that the time of payment of this note or any installments thereof may be extended from time to time without notice to them.

CENTER DEVELOPMENTS OF KANSAS, INC.

ATTEST:

By _____
President

Secretary

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS, to-wit:

1. That it will pay said Note as herein and in said Note provided.
2. That the lien created by this Mortgage is a valid first lien on the premises covered thereby, and that it will keep said premises and the rights, privileges and appurtenances thereto free from all lien claims of every kind and will protect and defend the title and possession of said premises so that this Mortgage

-2-

shall be and remain a first lien thereon until said debt be fully paid, or if foreclosure sale be had hereunder so that the purchaser at said sale shall acquire good title in fee simple to said premises free and clear of all liens and encumbrances.

3. That it will keep the improvements now or hereafter on said premises insured against loss or damage by fire and the hazards or perils covered by the extended coverage endorsement, boiler explosion, and other casualties which may be required by Mortgagee, in companies and amounts satisfactory to Mortgagee, during the existence of the debt hereby secured, and will keep all such policies of insurance of whatever nature constantly assigned, pledged and delivered to Mortgagee with the premiums thereon fully paid; and for further securing the payment thereof, hereby confers upon Mortgagee full power to settle and compromise all losses covered by said insurance together with the right to demand, receive and receipt for all moneys becoming payable thereunder, the same to apply at the option of the Mortgagee toward the payment of said Note or the repair, restoration or rebuilding of the premises covered thereby without affecting the lien of this Mortgage for the full amount secured hereby before such damage or payment over, took place; and in the event of foreclosure hereunder, all right, title and interest of Mortgagor in and to said insurance policies shall pass to the purchaser at said foreclosure sale.

4. That it will keep the improvements now or hereafter on said premises in good repair and order, and will not permit waste thereon, nor remove any of the improvements located or to be located on said premises, nor do or permit to be done any act whereby the property conveyed hereby shall become less valuable.