In the event of any default in the performance of any of Mortgagor's covenants or agreements herein, Mortgagee may; at the option of Mortgagee, perform the same and the cost thereof, with interest thereon at ten per cent (10%) per annum, shall imme-diately be due from the Mortgagor to the Mortgagee and secured by

Mortgagor agrees to release from the lien of this Mortgage the three Tracts of real property encumbered hereunder or either of them or any part(s) thereof upon the prepayment by Mortgagor of a principal amount of the Note secured hereby in accordance with the

Tract No. 1 Tract No. 2

00.50 per square foot 100.00 per lineal foot of

Iowa Street frontage

INC

Tract No. 3 \$ 7,000.00 per acre

PROVIDED, HOWEVER, it is agreed that:

(a) If Mortgagor requests the release of any property hereunder for the purpose of selling the same and the aggre-gate purchase price thereof, less such expenses as Mortgagor is obligated for in connection with such sale, exceeds the sum required for the release of such property from this Mortgage as hereinabove set out, Mortgagor shall be required to apply such greater sum to the prepayment of said Note for the release of such property from this Mortgage.

(b) Mortgagor shall not be entitled to obtain a partial release as aforesaid if Mortgagor is in default under this Mortgage or the Note secured hereby.

(c) All costs incurred in connection with any partial release hereunder shall be borne by Mortgagor.

(d) Mortgagor shall not be entitled to obtain a release of a part of any Tract if as a result thereof the security value to Mortgagor of the remaining portion thereof is substantially decreased.

The provisions of this Mortgage shall bind and inure to The provisions of this Mortgage shall blue and there to the benefit of the parties hereto and their respective successors and assigns. Reference herein to Mortgagor or Mortgagee shall be held in each case to include the person or persons, singular or plural, natural or artificial, described in this instrument.

IN WITNESS WHEREOF, Mortgagor has caused these presents. to be duly executed the date first above written.

CENTER DEVELOPMENTS OF KANSAS, ATTEST mo Secretary Frank Morgan Howard B. Conkey, Jr.

Missour STATE OF KANSAS SS COUNTY OF JOHNSON

BE IT REMEMBERED, that on this  $17\hbar$  day of  $4\mu$ , 1967, before me, a Notary Public in and for the State and County afore-said, personally appeared 4600 and 8 600 Ref 200, President of CENTER DEVELOPMENTS OF KANSAS, INC., a corporation, personally known to me and known to me to be the President of said corporation and the same person who executed the foregoing instrument, and he

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President