

2.01 EVENT OF DEFAULT. That (a) in the event of any breach of this mortgage or default on the part of the "Borrower," or (b) in the event that any of said sums of money herein referred to be not promptly and fully paid without demand or notice, or (c) in the event that each and every of the stipulations, agreements, conditions and covenants of said note and this mortgage, are not duly, promptly, and fully performed; then in either or any such event, the said aggregate sum mentioned in said note then remaining unpaid, with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said "Lender," as fully and completely as if all of the said sums of money originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding; and thereupon and thereafter, at the option of said "Lender," without notice or demand, suit at law or in equity, may be prosecuted as if all moneys secured hereby had matured prior to its institution. The "Lender" may foreclose this mortgage, as to the amount so declared due and payable, and the said premises shall be sold to satisfy and pay the same together with costs, expenses and allowances. In case of partial foreclosure of this mortgage, the "Mortgaged Property" shall be sold subject to the continuing lien of this mortgage for the amount of the debt not then due and unpaid. Also, if default be made in the payment of the indebtedness as herein provided or of any part thereof, and said "Mortgaged Property" shall be sold under any decree or judgment in any suit to foreclose or enforce this mortgage or the debt secured hereby, said premises may at instance of the "Lender" be sold in one parcel; any provision of law to the contrary notwithstanding. In the event of any foreclosure sale, appraisal of the said premises is hereby waived by said "Borrower," and in the event the "Borrower" is a corporation, said corporate "Borrower," its successors and assigns, hereby expressly and wholly waives any and all periods of redemption and equity of redemption which it may have been entitled to under the laws of the State of Kansas.

2.02 RECEIVER. In case any bill or petition is filed in an action brought to foreclose this mortgage, the court may on motion of the "Lender" without respect to the condition or value of the property herein described, appoint a Receiver to take immediate possession of the "Mortgaged Property," to maintain and lease the same, and to collect the rents and profits arising therefrom during the pendency of such foreclosure and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

2.03 SUITS TO PROTECT THE "MORTGAGED PROPERTY." The "Lender" shall have power (a), to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the "Mortgaged Property" by any acts which may be unlawful or any violation of the mortgage, (b) to preserve or protect its interest in the "Mortgaged Property" and in the income, revenue, rents and profits arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the "Lender."

2.04 LEASEE. The "Lender," at the "Lender's" option, is authorized to foreclose this mortgage subject to the rights of any tenants of the "Mortgaged Property," and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the "Borrower," a defense to any proceedings instituted by the "Lender" to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the "Mortgaged Property."

2.05 NO WAIVER. No waiver by the "Lender" of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

2.06 DISCONTINUANCE OF PROCEEDINGS—POSITION OF PARTIES RESTORED. In case the "Lender" shall have proceeded to enforce any right or remedy under this mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the "Lender," then and in every such case the "Borrower" and the "Lender" shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the "Lender" shall continue as if no such proceeding has been taken.

2.07 REMEDIES CUMULATIVE. No right, power, or remedy conferred upon or reserved to the "Lender" by this mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

### ARTICLE THREE

#### Miscellaneous Provisions

3.01 SUCCESSORS AND ASSIGNS, ETC. Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and every mention of the "Borrower" or "Lender" shall include the heirs, executors, legal representatives, administrators, successors and assigns of the party so designated.

3.02 NOTICES. The mailing of a written notice or demand by depositing it in any post office, station, or letter box, enclosed in a postpaid envelope addressed to the owner of record of said "Mortgaged Property," or directed to said owner at the last address actually furnished to the "Lender," shall be sufficient notice and demand in any case arising under this instrument and required by the provisions thereof or the requirements of the law.

3.03 TABLE OF CONTENTS, HEADINGS, ETC. The table of contents, the headings of the articles, sections, paragraphs and subdivisions of this mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

3.04 INVALID PROVISIONS TO AFFECT NO OTHERS. In case any one or more of the covenants, agreements, terms or provisions contained in this mortgage or in the note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the note shall be in no way affected, prejudiced or disturbed thereby.

3.05 CHANGES, ETC. Neither this mortgage nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by the "Borrower" and "Lender" relating to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

IN WITNESS WHEREOF, the "Borrower" has executed these presents the day and year first above written.

HIRD, INCORPORATED

Carl Hird, President

Jr.

ATTEST:  
Mary W. Rogers, Secretary  
STATE OF KANSAS, COUNTY of Douglas

BEFORE ME, Notary Public in and for said County and State, on this day of December, 1967, came

who personally known to me to be the identical person described in, and who executed the foregoing mortgage, and duly acknowledged the execution of the same for and on behalf of the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

My commission expires

Notary Public

STATE OF KANSAS, COUNTY of Douglas

SS.

BE IT REMEMBERED, that on this 19 day of December, 1967, before me the undersigned, came Carl Hird, Jr. & Marvin W. Rogers, Secretary,

President of Hird Incorporated, a corporation, who is personally known to me to be the identical person described in, and who executed the foregoing mortgage, and duly acknowledged the execution of the same for and on behalf of the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

Jan. 26, 1971

Notary Public

Margaret E. Harwood

### SATISFACTION OF MORTGAGE

THE AMOUNT SECURED by this mortgage has been paid in full, and the same is hereby cancelled.

Recorded December 19, 1967 at 3:28 P.M.

James Beem Register of Deeds