

WHEREAS, Mortgagor covenants and agrees that at the delivery hereof they are the lawful owners of the premises hereinabove granted and are seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances except one certain mortgage, to-wit:

A first mortgage in favor of Investors Diversified Services, Inc., which mortgage was recorded in Book 134, at Pages 374 - 377, in the office of Register of Deeds of Douglas County, Kansas.

WHEREAS, Mortgagor, being justly indebted to Mortgagee, has concurrently herewith executed and delivered to Mortgagee their certain promissory note, hereinafter referred to,

NOW, THEREFORE, Mortgagor covenants and agrees as follows, to-wit:

1. That they will pay said note as therein provided.
  2. That the lien created by this mortgage is a valid second lien on the premises covered thereby, and that they will keep said premises and the rights, privileges and appurtenances thereto, free from all other lien claims of any kind and will protect and defend the title of said premises so that this mortgage shall be and remain a second lien thereon until said debt be fully paid.
- 3 -
3. That they will keep the improvements now, or hereafter, on said premises, insured against loss or damage by fire and the hazards and 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 monies 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.
  4. That they 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.