

herein contained to the contrary notwithstanding, the whole of the amounts hereby secured, if not then due, shall thereupon, if Empire State Bank so elect, become due and payable forthwith, and the receipt of the proper officer for such taxes, assessments, charges and penalties shall be, as between Empire State Bank and the Mortgagor, conclusive evidence of the amount and validity of such taxes, assessments, charges and penalties.

NINTH: That nothing herein contained shall be construed or taken as making it the duty of Empire State Bank to advance any money for any purpose whatsoever mentioned in this mortgage.

TENTH: The Mortgagee, before foreclosure hereunder, and the purchasers at any foreclosure sale held hereunder, shall be subrogated to the lien of any prior encumbrance or vendor's lien on said premises paid out of money secured by this mortgage, if any, whether or not said prior lien be released.

ELEVENTH: That in case of the renewal or the extension of the indebtedness hereby secured or any part thereof, all of the provisions of this mortgage and the lien thereof from its date shall remain in force as fully and with the same effect as if it was made originally to mature at such extended time.

TWELFTH: That in the event of the passage after the date hereof of any law by the State wherein the property herein conveyed is located, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the Mortgagee shall have the right to give thirty (30) days' written notice to the owner of said land requiring the payment of the debts secured by this mortgage, and it is hereby agreed that if such notice be given the said debts shall become due, payable and collectible at the expiration of said thirty (30) days.

THIRTEENTH: As further security the Mortgagor hereby assigns to the Mortgagee all rents and profits now or hereafter accruing on the premises herein described and hereby authorizes the Mortgagee, or its agent, at any time there is a default in the payment of the debts hereby secured, or in the performance of any obligation herein contained, either to collect such rents and profits without taking possession of said premises or to take possession of said premises and rent the same for the account of the Mortgagor and to apply any sums so received (after deducting all costs of collection and administration) to the debt hereby secured, free from any liability except to apply said sums as is by the mortgage provided.

FOURTEENTH: It is understood and agreed that this mortgage, and the lien thereby created, does and shall secure any and all advancements made to the Mortgagor, and any and all indebtedness incurred, created, or existing, from, or on the account of, the Mortgagor, to said Bank, during the period of time prior to execution and delivery by Empire State Bank of a full and complete release of all rights created by this mortgage and the lien thereby created; and the Mortgagor does hereby covenant and agree to repay all such indebtedness either evidenced by the note referred to in paragraph Second of this instrument, or referred to and described in paragraph Third of this instrument, and that all of the covenants and agreements contained in this mortgage shall apply to the indebtedness referred to and described in said paragraph Third of this mortgage, and to any advancements made by Empire State Bank pursuant to other provisions of this instrument.

FIFTEENTH: That the covenants, agreements and powers herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, personal representatives, grantees, successors and assigns of the parties hereto and whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

SIXTEENTH: If the Mortgagor is a corporation, said corporate Mortgagor, as a part of the consideration for the Mortgagee making it a loan represented by the within described note secured by this mortgage, and advancing credit of the type and character described and referred to in paragraph Third hereof, wholly waives the period of redemption provided by the laws of the State wherein the property herein conveyed is located.

SEVENTEENTH: Now if the debt described in said note be paid when due and if the debts and accounts with Empire State Bank, as referred to and described in paragraph Third, hereof, be paid when due, and all agreements and covenants in this mortgage be kept and performed as aforesaid, then these presents shall be void and this mortgage shall be released at the cost of the Mortgagor.

But if default be made in the payment of said note, or any part thereof, or any interest thereon, or in the payment of the debts and accounts of Mortgagor with Empire State Bank, as referred to and described in paragraph Third hereof, or in the performance of any agreement herein contained, then all of the indebtedness secured by this mortgage shall, at the option of the Mortgagee, by virtue of this mortgage, immediately become due and payable, and upon forfeiture of this mortgage or in case of default in any of the payments herein provided for, the Mortgagee shall be entitled to a judgment for the sums due upon said note, said debts and accounts with the said Empire State Bank, and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the Mortgagor, and all persons claiming under him, at which sale, appraisement of said property is hereby waived by the Mortgagor and all benefits of the Homestead, Exemption and Stay Laws of the State wherein the property herein conveyed is located are hereby waived by the Mortgagor.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set hand and seal (or caused these presents to be executed by its properly authorized officers and its corporate seal to be hereunto affixed) the day and year first above written.

MARK FIFTH INC., A MISSOURI CORPORATION

BY Paul W. Lammers (SEAL)  
Paul W. Lammers President

Mary Ludille Lammers (SEAL)  
Mary Ludille Lammers Secretary

(SEAL)

(SEAL)