

EIGHTH: To pay forthwith all taxes, assessments and public charges, general and special, and penalties, now existing against said lands and improvements, and to pay when due and payable, all taxes, assessments and public charges, general and special, and penalties, hereafter becoming due thereon or therefor, and to exhibit to the Mortgagee all receipts or other satisfactory evidence of such payment; and to keep said lands and improvements free from all liens and claims of every kind, whether statutory or otherwise, and to protect the title and possession of said premises so that this mortgage shall be and remain a first lien thereon. If any of said agreements be not performed as aforesaid, the Mortgagee, without notice or demand from the Mortgagor, may pay such tax, assessment, charge and penalties, or any part thereof, and may also pay the final judgment of any lien, or any other claim which is or may become a lien, charge or encumbrance on said land and/or improvements, including all costs incurred or expended in the defense of any lien, claim or suit, and the Mortgagor agrees to repay any amount so paid, to the Mortgagee, with interest thereon at the rate of ten per cent per annum, without notice or demand, and for such repayment with interest these presents shall be security in like manner and with like effect as for the payment of said note. Anything herein contained to the contrary notwithstanding, the whole amount hereby secured, if not then due, shall thereupon, if the Mortgagee 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 the Mortgagee 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 the Mortgagee 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 order to more fully protect the security of this mortgage, the Mortgagor will pay to the Mortgagee, together with, and in addition to, the monthly payments under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, an installment of the taxes and special assessments levied or to be levied against the premises covered hereby and of the premium or premiums that will become due and payable to renew the insurance provided for herein. These installments shall be equal to the amount of the premium or premiums for such insurance, and the taxes and assessments next due, less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become due. The Mortgagor shall hold such monthly payments ~~XXXXXX~~ to pay such premium or premiums and taxes and assessments when due. If the total of such monthly payments shall exceed the amount of payment actually made by the Mortgagee for taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments of the same nature to be made by the Mortgagor. If, however, the total of such monthly payments made by the Mortgagor shall not be sufficient to pay taxes and assessments and insurance premiums, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such taxes, assessments or insurance premiums shall be due. Upon final payment of the note secured hereby, and this mortgage, the Mortgagee shall refund to the Mortgagor any portion of such monthly payments which has not yet been applied to the payment of taxes, assessments or insurance premiums. If, however, there shall be a default under any of the provisions of this mortgage the Mortgagee shall be, and hereby is, authorized and empowered to apply at any time thereafter any portion of such monthly payments then accumulated, as a credit against the amount of principal and interest then remaining unpaid under said note and any sums then remaining unpaid under this mortgage. Any deficiency in the amount of such monthly payments shall constitute an event of default under this mortgage. Any amounts held by the Mortgagee under this paragraph shall be held without interest and may be co-mingled with other assets of the Mortgagee.

TWELFTH: Upon request of Mortgagor, or his successors in title, Mortgagee, or its successors and assigns, at its or their option, at any time before full payment of the note or obligation hereinbefore described and secured hereby, may make further advances to the Mortgagor, or to any of his successors in title, and the amount of any such advance shall be added to and shall

increase the indebtedness secured hereby, and shall be a part of the indebtedness secured by this Mortgage as fully and to the same extent as the original indebtedness hereinbefore described; provided, however, that the total amount of principal secured by this Mortgage and remaining unpaid at any time, including any such advance or advances, shall not exceed the original principal sum hereinbefore described and secured hereby; and provided further, that the final maturity date of any such additional advance or advances shall not be later than the time specified herein for the payment of the original indebtedness hereinbefore described and secured hereby. An additional Advance Agreement may be given and accepted with respect to each such further advance, which may provide for different monthly payments and a different interest rate and other express modifications of this Mortgage and the original note or obligation hereinbefore described and secured hereby; and the Mortgagor does hereby covenant and agree to repay all such further advances made as aforesaid, together with interest thereon, in accordance with the provisions of such Additional Advance Agreement or Agreements, and that all of the covenants and agreements contained in this Mortgage shall apply to such further advances except as this Mortgage shall be expressly modified by such Additional Advance Agreement. This paragraph Twelfth shall not alter in any way, restrict or affect the right of Mortgagee, or its successors and assigns, to make advances for taxes, assessments, insurance premiums or to preserve the security of this Mortgage or for any other purpose herein provided for.

THIRTEENTH: The proceeds of the loan evidenced by the note secured hereby are used in the construction of certain improvements on said premises in accordance with the terms of a Completion Bond dated September 24th 1968, given by the Mortgagor, as principal and Mark Q. Moore, Allen Moore & Howard B. Conkey, ~~XXXXXX~~ and their wives as sureties to Mortgagee, which Completion Bond (except such parts thereof as may be inconsistent herewith) is incorporated herein by reference to the same extent and effect as if fully set forth herein; and if the construction of the improvements shall not be completed in the manner, at the time, and in all respects as provided in said Completion Bond, or shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, Mortgagee, after giving ten (10) days notice in writing to the Mortgagor or any subsequent owner of the premises, is hereby invested with full and complete authority to enter upon the said premises, employ watchmen to protect such improvements from depreciation or injury, and to preserve and protect the personal property therein, and to continue any and all outstanding contracts for the erection and completion of such improvements, to make and enter into any contracts and obligations wherever necessary, either in its own name or the name of the Mortgagor, and to pay and discharge all debts, obligations and liabilities incurred thereby; and for the repayment of ~~any~~ money thus paid (exclusive of any advances of the principal of the note secured hereby) with interest thereon from the time of payment at the rate of ten (10) per cent per annum, these presents shall be security in like manner and with like effect for the payment of said note. The principal sum of the said note and all other sums secured hereby shall, at the option of the holder or holders of said note secured hereby, become due and payable at once, without notice, on the failure of the Mortgagor to keep any of the covenants, conditions or agreements contained in said Completion Bond.

FOURTEENTH: That the above-described premises shall not be used nor any act or acts suffered or permitted to be done on said premises which in any manner conflicts with or is contrary to any federal, state, county or city statute or ordinance, or restriction against said premises.

FIFTEENTH: That in the event of the passage after the date hereof of any law by the State of Kansas, 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 day's written notice to the owner of said land requiring the payment of the debt secured by this Mortgage, and it is hereby agreed that, if such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

SIXTEENTH: 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 debt 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.

SEVENTEENTH: In case of the renewal or the extension of the indebtedness hereby secured, or any part thereof, all 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.

EIGHTEENTH: 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.

NINETEENTH: If the Mortgagor is a corporation, said corporate Mortgagor, as a part of the consideration for the Mortgage making it a loan of \$ 1,450,000.00 represented by the within described note secured by this Mortgage, wholly waives the period of redemption provided by the laws of the State of Kansas.

TWENTIETH: If the Mortgagee shall become a party to any proceedings whatsoever by reason of its status as Mortgagee hereunder, the Mortgagor shall pay all expenses incurred in connection therewith, and for the repayment of all such expenses with interest thereon from the date of payment at the rate of ten per cent per annum, these presents shall be security in like manner and with like effect as for the payment of said note.