<text>

1.0

334

TWENTY-SECOND: The Mortgagor shall perform all obligations on its part to be performed under any leases of the said premises or any part thereof, and shall keep said leases in full force and effect, and shall not accept payment of rent for more than one month in advance.

TWENTY-THIRD: The Mortgagor shall not remove from the mortgaged premises or attempt to sell property covered hereby, without the written consent of the Mortgagee.

TWENTY-FOURTH: If the Mortgagor shall default in the performance or observation of any covenant, condition or term in this Mortgage, the Mortgagee may perform or observe the same, and all payments made or costs of expenses incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be immediately repaid by the Mortgagor to the Mortgagee, with interest thereon at ten per cent (10%) per annum

TWENTY-FIFTH: The Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now and hereafter afforded by law and may enforce the same at any time and in any order, according to law, including the right after any event of default hereunder, and upon application to the proper court, to the immediate appointment of a Receiver of Rents, without regard to the solvency or insolvency of any person then limble for the payment of the indebtedness hereby secured and without regard to the then value of the afore-maid premises.

TWENTY-SIXTH: This instrument is intended to take effect as a Mortgage and as a Security Agreement; and, as to items of personal property covered hereby, the Martgagee shall have, in addition to any remedies stated herein, all remedies as provided in the Uniform Commercial Code.

TWENTY-SEVENTH: The Note secured by this Mortgage is additionally secured by an Assignment of Rents being executed and recorded consurrently herewith, and all obli-gations and amounts expended or incurred by the Mortgagee under the terms or authority of such Assignment are additionally secured hereby.

TWENTY-EIGHT: Now if the debt described in said note be paid when due and the said ments be kept and performed as aforesaid, then these presents shall be null and void.

But if the default be made in the payment of said note, or any part thereof, or any interest thereon, as therein specified, or in the performance or observance of any agree-ment 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 pay-able, 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, and the additional sums paid by virtue of this Mortgage, and all costs and ex-penses of enforcing the same, as provided by law, and a decree for the sale of said premise 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, appraise-ment of said property is hereby waived by the Mortgagor and all benefits of the Homestead, Kremption and Stay Laws of the State of Kansas are hereby waived by the Mortgagor.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed its properly authorized officers and its corporate seal to be hereunto affixed the day and year first above written.