

and shall not bear interest. Mortgagee shall be obligated to use any such funds for the payment of such taxes and to account to Mortgagor for any balance remaining.

EIGHTH: Mortgagor covenants that it will keep all buildings and other improvements on said premises in good repair, will observe all of its covenants in any lease or leases of the mortgaged premises or any part thereof, and will neither commit, nor suffer, any waste upon said premises, nor do any other act whereby the property conveyed shall become less valuable.

NINTH: 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 mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the holder of this mortgage and of the debt which it secures shall have the right to give thirty (30) days' written notice to Mortgagor requiring the payment of the debt secured hereby, 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 (30) days, provided, however, that if Mortgagor within thirty (30) days after receipt of notice from the holder of this mortgage of the amount of any additional charges or taxes which may be due as the result of the passage of any such law, or of any such changing of the laws or of the manner of the collection of any such taxes, shall pay the same to the holder of this mortgage and provided said law shall not prohibit such payment, then such holder will not require the payment of the debt secured hereby by virtue of anything in this Article NINTH contained.

TENTH: With respect to any and all defaults by Mortgagor hereunder other than with respect to payment of the principal and interest of said note, Mortgagee shall have the right and option to perform and cure the same and any moneys expended by Mortgagee in so doing, together with interest thereon at the annual rate of