H. That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this Instrument, or any litigation to which the Mortgagee may be made a party on account of this lien, or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien, and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate.

I. In case the mortgaged property or any part thereof shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee at its may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged; provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or its assignee.

J. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee whether now due or hereafter to become due, under any lease or agreement for the use or occupancy of said property or any part thereof, whether such lease or agreement is written or verbal, and in the event of default hereunder the rents, issues and profits on a parity with and and equally and not ratably and such rents shall not be deemed trust funds in any bankruptcy court. And the execution hereof shall be absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, to be used with the right, in case of default either before or after foreclosure sale, to enter upon and take possession of, manage and operate said premises and any part thereof, make leases, fix rents, collect all rents and profits, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney's fees, upon any indebtedness secured hereby, all in such order as the Mortgagee may determine. The entering upon and taking possession of said premises, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Mortgagee shall have the right to employ rental agents or other caretakers to care for said premises and to pay them reasonable fees for such services, and to make such repairs and improvements to said premises as may be deemed necessary or desirable by Mortgagee, and to purchase adequate fire and extended coverage and other insurance as may be deemed desirable, and in general exercise such powers and do such acts with respect to said premises as may be deemed necessary or desirable to protect the security hereof, including the right to advance or borrow money necessary for such purposes bearing interest at a rate which shall be a charge against the mortgaged premises and on the security hereof, which loan is prior to the lien of any other indebtedness secured, and to add the income taken therefrom or compensation for the foregoing purposes, including insurance premiums, taxes and assessments, and expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income paid to its sole discretion, without regard to the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure and in the discretion of the court of any other court having jurisdiction of the premises or any part thereof or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, finds that there is no substantial uncorrected default in performance of the Mortgagor's covenants hereunder, the Mortgagee, or its assignee, shall thereupon surrender possession and pay to Mortgagor, any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Sheriff's Deed pursuant to a decree of foreclosure, or upon closing the transfer, but if no deed be issued, then until the expiration of the statutory period during which, if any, the Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers of any which it might have had without this paragraph. No agent shall be personally liable to Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be exercised concurrently therewith that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require the strict performance of the same or any other of said covenants; that wherever the context herein requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the leases herein mentioned may be expressed as singular in some of the orders above.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 13th day of May A.D. 19 69

Mary E. Suggs (SEAL) Joe B. Suggs (SEAL)

(SEAL) (SEAL)

State of Kansas

County of Douglas } ss.

I, Mary E. Haid, a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that Mary E. Suggs and Joe B. Suggs, wife and husband

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they have signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 13th day of May A.D. 19 69

My Commission Expires April 16, 1973

MARY E. HAID NOTARY PUBLIC DOUGLAS COUNTY, KANSAS

Mary E. Haid Notary Public

Recorded May 13, 1969 at 2:26 P.M. Janice Beem Register of Deeds