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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 to 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: Upon request of Mortgagor, or his successors, in title, the 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 Eleventh shall not alter in any way, restrict or affect the right of the 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.

TWELFTH: The proceeds of the loan evidenced by the note secured hereby are to be used in the construction of certain improvements on said premises in accordance with the terms of a Completion Bond dated October 20, 1969, given by the Mortgagor, as principal and Allen L. Moore, et ux - Mark L. Moore, et ux - Howard B. Conkey, et ux, the 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, the 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 all moneys 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 as 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.

THIRTEENTH: 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 days' 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.

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: 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 Mortgagee 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 as to apply said sums as is by the mortgage provided.

SIXTEENTH: 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.

SEVENTEENTH: 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.

EIGHTEENTH: If the Mortgagor is a corporation, said corporate Mortgagor, as a part of the consideration for the Mortgage making it a loan of \$ 1,060,000.00 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.

NINETEENTH: 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.

TWENTIETH: Now if the debt described in said note be paid when due and the said agreements 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 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, 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, appraisal of said property is hereby waived by the Mortgagor and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by the Mortgagor.

IN WITNESS WHEREOF, the said first party ha S hereunto XXX (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.

ATTEST:

CROSSGATES, INC.

(SEAL)

Executed and delivered in presence of:

Howard B. Conkey, Jr. Secretary

Allen L. Moore President

(SEAL)

(SEAL)

(SEAL)