

when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said Mortgagee or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall 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, its successors and assigns, shall be entitled to a judgment for the sum 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 said Mortgagor, its assigns and all persons claiming under it, at which sale, appraisement of said property is hereby waived by said Mortgagor, and all benefits of the Stay Laws of the State of Kansas are hereby waived by said Mortgagor. And the said Mortgagor shall and will at its own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the state of Kansas, to the amount of _____ Dollars, for the benefit of said Mortgagee or its assigns; and in default thereof said Mortgagee may at its option effect such insurance in its name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at its option pay any taxes or statutory liens against said property, all of which sums with 10 percent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said Mortgagor does hereby covenant and agree that at the delivery hereof said BILART ENTERPRISES, INC. the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance herein, free and clear of all incumbrance and that it will Warrant and Defend the same in the quiet and peaceable possession of said Mortgagee, its successors and assigns forever; against the lawful claim of all persons whomsoever.

MORTGAGEE agrees to make a partial release of the land hereafter described at any time between May 1, 1973 and May 1, 1978 provided that Mortgagor:

- (a) is then current on all of its obligations under this Mortgage and the note which it secures, and
- (b) pays Mortgagee the sum of Fifty Thousand (\$50,000) Dollars to be applied on the principal of the note hereby secured, said \$50,000 to apply to the payment due at the end of the note, and
- (c) executes a new note (in lieu of the note bearing the same date as this Mortgage), which new note shall provide for monthly payments of \$5,000 each, the amount of each payment to apply first to interest and then to principal until the note is paid in full, and the entire principal balance, if any, on said new note, shall be due and payable on May 1, 1990. In the event such substitute note as provided in this paragraph shall be executed, this Mortgage shall be deemed to secure the payment of said substitute note.

The property to be released from this Mortgage upon Mortgagor's compliance with the foregoing provisions of this paragraph is: