

commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, as the same may now be or are hereafter placed, ordinary wear and tear excepted, ordinances or regulations of proper public authority, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to complete within one hundred eighty days or restore promptly and in a good and workmanlike manner any buildings which may be constructed, damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (6) That he will pay, promptly the indebtedness secured hereby, in full compliance with the terms of said Loan Agreement and this Mortgage, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created; (7) That he is seized of the premises in fee simple and has good and lawful right to convey the same; and that the premises are free and clear of any and all encumbrances whatsoever, except a first lien in the amount of \$ 13,000

in favor of Capitol Federal Savings and Loan, and that he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever, and hereby fully and absolutely waives and releases all rights and claims he or she may have in or to said premises in the nature of dower or courtesy, or any statutory substitute therefor.

(8) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee and to pay all costs and expenses, including costs of evidence of title, in any such action or proceeding in which Mortgagee may appear or in any suit brought by Mortgagee to foreclose this Mortgage and all such expenses shall become so much additional indebtedness secured hereby together with interest at the highest rate allowed by law and shall be allowed in any decree foreclosing this Mortgage.

IT IS MUTUALLY AGREED THAT: (1) If the said Mortgagor shall fail or neglect to pay installments on said Loan Agreement as the same may hereafter become due, or to repay any indebtedness hereunder or upon the indebtedness noted in paragraph 7 above or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Loan Agreement secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right to possession of said premises and may immediately foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including costs of sale and any amounts advanced pursuant to this mortgage. Mortgagee may take any other legal action to protect its rights, all remedies being cumulative.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s) shall be liable for any deficiency remaining after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expenses of foreclosure.

(3) Mortgagor agrees to surrender possession of the hereinabove described Mortgage premises to the Purchaser at the aforesaid sale, immediately after time for redemption has expired in the event such possession has not previously been surrendered by Mortgagor and for failure to do so will pay to the Purchaser the reasonable rental value of the premises thereafter.

(4) It is mutually agreed that at any time and from time to time, without affecting the liability of any person for the payment of the indebtedness secured hereby and without releasing the interest of any party joining in this mortgage, Mortgagee may: (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Mortgage or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) release without warranty, all or any part of said property.

(5) Mortgagor will pay the indebtedness hereby secured promptly and in full compliance with the terms of said Loan Agreement.

(6) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens, or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released of record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(7) Whenever, by the terms of this instrument or of said Loan Agreement, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(8) Time is of the essence hereof in connection with all obligations of the mortgagor herein or in said Loan Agreement. By accepting payment of any sum accrued hereby after its due date, mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay in full said Loan Agreement and all amounts which may be secured hereunder with interest thereon at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within the time allotted therefor by law, execute a release or satisfaction of this mortgage at Mortgagor's expense.

(9) Notwithstanding anything in this Mortgage or the Loan Agreement secured hereby to the contrary, neither this Mortgage nor said Loan Agreement shall be deemed to impose on the Mortgagor any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.

(10) All Mortgagor's shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(11) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(12) As additional security for the repayment of the indebtedness hereby secured and the payment of taxes, special assessments, ground rents, and other charges and fire and other hazard insurance premiums, Mortgagor agrees to deposit with Mortgagee, if requested by it, monthly or other periodic payments in amounts, which, as estimated by Mortgagee from time to time, shall be sufficient to meet as they become due, such taxes, assessments, rents, charges and premiums. If at any time the funds so held by Mortgagee shall be insufficient to pay any taxes, assessment, rent, charge or premium, Mortgagor shall upon receipt of notice thereof, immediately deposit with Mortgagee