

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 Mortgagor 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 to apply said sums as is by the mortgage provided.

FIFTEENTH: If the Mortgagee shall, at any time, be made a party to any suit or proceeding affecting or questioning the priority of the lien of this Mortgage or title to or possession of the property described herein, the Mortgagor agrees to pay all court costs and expenses, and a reasonable attorney's fee incurred by the Mortgagee in such proceedings, which sums shall be added to the indebtedness secured hereby, and the lien of this mortgage shall secure payment thereof to the Mortgagee.

SIXTEENTH: The filing by the Mortgagor of a voluntary petition in bankruptcy or the adjudication as a bankrupt or insolvent of the Mortgagor, or the filing by the Mortgagor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Mortgagor seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of himself or of all or any substantial part of the property conveyed hereby, or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of his inability to pay his debts generally as they become due shall constitute a default herein and the Mortgagee may at its option, declare the entire amount then secured by this mortgage to be at once due and payable.

SEVENTEENTH: 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.

EIGHTEENTH: 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.

NINETEENTH: If the Mortgagor is a corporation, said corporate Mortgagor, as a part of the consideration for the Mortgagee 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.

TWENTIETH: No waiver by the Mortgagee of its right to declare a default or to take any other action permitted by the terms of this mortgage shall in any manner affect the right of the Mortgagee to declare a default or take such other action by reason of defaults subsequently occurring.

TWENTY-FIRST: The Mortgagee is hereby authorized and empowered to enter and to authorize others to enter upon any or all of the property described herein, at any time and from time to time, to inspect the same, to perform or observe any covenant, conditions or terms which the Mortgagor shall fail to perform, meet or comply with, or for any other purpose in connection with the protection or preservation of Mortgagee's security, without thereby becoming liable to Mortgagor or any person in possession holding under the Mortgagor.

TWENTY-SECOND: Mortgagor covenants and agrees to do whatever is necessary, whenever necessary, at its own expense, to preserve and protect any lien or interest of Mortgagee granted by this indenture or any other instrument given as security for the above mentioned note.

TWENTY-THIRD: Mortgagor covenants and agrees to keep and maintain the premises free from the claim of all persons however engaged, supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises.

TWENTY FOURTH: In addition to the insurance requirements mentioned hereinabove, the Mortgagor covenants and agrees to carry such other insurance in such amounts and on forms satisfactory to Mortgagee with companies approved by Mortgagee.

TWENTY FIFTH: The Mortgagor shall perform all obligations on its part to be performed under any leases of the said premises or any part thereof, and shall keep said leases in full force and effect, and shall not accept payment of rent for more than one month in advance.