TWENTY SIXTH: The Mortgagor shall not remove from the mortgaged premises or attempt to sell property covered hereby, without the written consent of the Mortgagee. 387

TWENTY SEVENTH: If the Mortgagor shall default in the performance or observation of any covenant, condition or term in this Mortgage, the Mortgagee may perform or observe the same, and all payments made or costs or expenses incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be immediately repaid by the Mortgagor to the Mortgagee, with interest thereon at ten per cent (10%) per annum until paid.

TWENTY EIGHTH: The Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now and hereafter afforded by law and may enforce the same at any time and in any order, according to law, including the right after any event of default hereunder, and upon application to the proper court, to the immediate appointment of a Receiver of Rents, without regard to the solvency or insolvency of any person then liable for the payment of the indebtedness hereby secured and without regard to the then value of the aforesaid premises.

TWENTY-NINTH: This instrument is intended to take effect as a Mortgage and as a Security Agreement; and, as to items of personal property covered hereby, the Mortgagee shall have, in addition to any remedies stated herein, all remedies as provided in the Uniform Commercial Code. Mortgagor shall provide for extensions and renewals at the proper time as provided in the Uniform Commercial Code, at its own expense.

THIRTIETH: The Note secured by this Mortgage is additionally secured by an Assignment of Rents being executed and recorded concurrently herewith, and all obligations and amounts expended or incurred by the Mortgagee under the terms or authority of such Assignment are additionally secured hereby and a default therein shall constitute an event of default herein:

THIRTY-FIRST: 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, appraisement 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 has 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: Howard B. Conkey, Jr., Secretari -3 2 (Corporate Seal) 3 ATTEST owell Decretary -5-

(TA

Cellon Der Allen L. Moore, President

CROSSGATES INC

CITY BOND AND MORTGAGE COMPANY

HOUR lille BY: Clyde F. Howe-Vice President