

4. DEBTOR shall be in default under this agreement upon the happening of any of the following events or conditions:
- (A) Default in the payment or performance of any obligation, covenant or liability contained or referred to herein;
 - (B) Any warranty, representation or statement made or furnished to SECURED PARTY by or on behalf of DEBTOR proves to have been false in any material respect when made or furnished;
 - (C) Any event which results in the acceleration of the maturity of the indebtedness of DEBTOR to others under any indentures, agreement or undertaking;
 - (D) Loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;
 - (E) At any time SECURED PARTY may accelerate payment at its will if it in good faith believes that the prospect of payment or performance is impaired and it deems itself insecure.
5. Upon such default and at any time thereafter SECURED PARTY may, at its option and without notice to DEBTOR, declare the whole amount unpaid hereunder immediately due and payable, and sue and obtain judgment against DEBTOR for the balance remaining hereunder, but such suit and/or judgment shall not constitute an election, waiver or estoppel by or against SECURED PARTY, and right of possession shall remain nevertheless in the SECURED PARTY until this AGREEMENT or such judgment is paid in full, and SECURED PARTY shall have the remedies of a SECURED PARTY under the Uniform Commercial Code, including but not limited to the rights of peaceable repossession of the collateral without judicial process and the rendering of said collateral unusable without removal from the DEBTOR'S premises, SECURED PARTY may require DEBTOR to assemble the collateral and make it available to SECURED PARTY at a place to be designated by SECURED PARTY which is reasonable convenient to both parties. SECURED PARTY or its assigns may retain or sell said collateral at private sale or public auction, if required, or DEBTOR may redeem said collateral all in accordance with and as provided by law. In the event said collateral is sold at public auction, the DEBTOR shall be liable for any deficiency remaining after sale of the collateral and application of the proceeds to the indebtedness secured and to the expenses of retaking, holding, preparing for sale, selling or the like including SECURED PARTY'S reasonable attorney's fees and legal expenses if allowed by law.
6. DEBTOR warrants and represents that: As a part of or in connection with the inducement to enter into this contract, no person has promised or offered to pay, credit or allow DEBTOR any compensation or reward for the procurement of a Retail Installment Contract or Home Improvement Installment Contract with others; nor has any person offered, delivered, paid, credited or allowed to DEBTOR any gift, bonus, award, merchandise, trading stamps or cash loan as an inducement to enter into this contract.
7. No waiver by SECURED PARTY of any default shall operate as a waiver of any other default or of the same default on a future occasion. Where more than one DEBTOR has signed this Agreement whether as a cosigner, guarantor or otherwise, liability hereunder shall be joint and several and SECURED PARTY or its assigns may, with the consent of anyone thereof, modify, extend or change any of the terms hereof without the consent or knowledge of the others, without in any way releasing, waiving or impairing any rights granted SECURED PARTY against such others. The signing of any new or additional Agreement or modification from affecting the property covered hereby by less than all of said DEBTORS shall not constitute a novation, and shall not in anyway release the nonsigning DEBTOR from any obligations assumed hereunder.
8. Except as required by law, any notice to DEBTOR shall be sufficiently given to the address of DEBTOR stated herein.
9. This Agreement embodies the whole agreement between the parties, and the DEBTOR agrees that no representation, warranty or guaranty has been made to him which is not expressly set forth herein, and that all the benefits hereon accruing to the SECURED PARTY shall also accrue to SECURED PARTY'S assignee, or any subsequent assignee.
10. All rights of SECURED PARTY hereunder shall inure to the benefit of its successors and assigns; and all obligations of DEBTOR shall bind his heirs, executors or administrators or his or its successors or assigns. This Agreement shall become effective when it is signed by DEBTOR. Time is of the essence of this Contract.
11. SECURED PARTY may correct patent errors within the Contract or within the other documents given in connection therewith.
12. This Contract may be assigned by the SECURED PARTY and, if so assigned, the Assignee shall have and be entitled to exercise any and all of the rights and powers of the SECURED PARTY hereunder, but the Assignee shall not be chargeable with any obligations or liabilities of the SECURED PARTY hereunder or with respect hereto. The DEBTOR will not assert any mechanical, service or other claim(s) of whatsoever character, with respect to the sale evidenced hereby, against any Assignee who acquires this Contract in good faith and for value, if such Assignee shall not have received within ten days (after giving notice by mail to the DEBTOR of having acquired this Contract) notices of the facts giving rise to any such claim(s) and no such claim(s) will be asserted as a defense or counterclaim to any action for payment or possession which may be brought by Assignee.
13. If any part or provision hereof is contrary to the provisions of law in any state wherein this Agreement may be executed, the remaining provisions shall be binding and effective nevertheless.

ADDITIONAL TERMS - MORTGAGE

WITNESSETH, that Mortgagor(s) for and in consideration of valuable consideration paid to it by Mortgagee, does mortgage, grant, bargain, sell, alien, enclose, release, convey, and confirm unto Mortgagee, its successors or assigns the following described Real Estate in the county of Douglas, State of Kansas, to wit: of a point Beginning at a point 40 ft. West/on the Southeast corner of the West Half of the Southwest Quarter of Section 1, Township 12 South, Range 17 East of the Sixth principle Meridian; thence West 217.8 ft.; thence North 200 feet; thence East 217.8 feet; thence South 200 feet to the point of beginning, in Douglas County, Kansas

together with all buildings and improvements now or hereafter erected thereon including but not limited to all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, and all streets, lanes, alleys, passages, ways, waters, water courses, rights, liberties and privileges, whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders, all of which is referred to herein after as the "premises".

TO HAVE AND TO HOLD the above-described premises, together all and singular with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns; forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of any Homestead Exemption Laws of the State of Kansas now existing or which may be enacted, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, reserving the right to collect and use the same, according to law, during continuance of default hereunder, or to apply against any deficiency remaining after foreclosure sale and during continuance of such default authorizing Mortgagee to enter upon said premises if permitted by law and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, upon any indebtedness secured hereby, in such order as Mortgagee may determine or at mortgagee's option to apply the same to payments for repairs or improvements necessary to keep said premises in tenantable condition. The taking of possession hereunder shall in no way prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the indebtedness evidenced by the Retail Installment Contract herein or any extension thereof; in the sum of \$ 22,748.40, and payable to the order of Mortgagee, to which Retail Installment Contract reference is hereby made; (3) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION