

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:
 FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.
 SECOND: To the payment of the indebtedness.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire or other hazards, casualty and contingencies up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Mortgagee; and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed within the State of Kansas upon said premises, or any part thereof, and to procure and deliver to Mortgagee ten (10) days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments. (3) To keep said premises free from all prior liens and upon demand of Mortgagee to pay and procure release of any lien not so excepted which in any way may impair the security of this Mortgage. (4) In the event of default by Mortgagor under Paragraphs 1, 2 or 3 above, Mortgagee, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not, may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof (unless Mortgagor has instituted proper legal proceedings to test the validity of such taxes or assessments and have deposited with Mortgagee security thereon acceptable to it); and (c) pay such liens and all such disbursements with interest thereon from the time of payment at the highest rate allowed by law, and such disbursements shall be deemed a part of the indebtedness secured by this mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (5) To keep the buildings and other improvements now existing or hereafter erected in as good condition and repair as the same may now be or are hereafter placed, ordinary wear and tear excepted, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, 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 Retail Installment Contract 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, 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 Retail Installment Contract as the same may hereafter become due, 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 Retail Installment Contract 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 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 be 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 expense 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 indebtedness; (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 Retail Installment Contract.

(6) Whenever, by the terms of this instrument or of said Retail Installment Contract, 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.

(7) Time is of the essence hereof in connection with all obligations of the mortgagor herein or in said Retail Installment Contract. 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 to pay. If Mortgagor shall pay in full said Retail Installment Contract 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.

(8) Notwithstanding anything in this Mortgage or the Retail Installment Contract secured hereby to the contrary, neither this Mortgage nor said Retail Installment Contract 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.

(9) 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.

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

(11) 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 such additional funds as may be necessary to remove the deficiency. It is agreed that all sums so deposited shall be irrevocably appropriated to Mortgagee in trust, to be applied to the payment of such taxes, assessments, rents, charges and premiums, and at the option of Mortgagee, after default, to be applied on the indebtedness hereby secured.

(12) Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds are hereby assigned to Mortgagee, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same as provided above for in proceeds as Mortgagee or Trustee may require.

(13) This Mortgage shall be construed according to the laws of the State of Kansas.