

14. In case of foreclosure and sale of the mortgaged premises under this Mortgage the Mortgagor hereby waives appointment and any period of redemption; and out of all the monies arising from such sale the Mortgagee, its successors and assigns, shall retain the amount then due or to become due according to the conditions of this instrument together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid to the Mortgagor, its successors and assigns;

15. That Mortgagor will not voluntarily create or permit to be created against the property subject to this Mortgage any lien or liens inferior or superior to the lien of this Mortgage and further that it will keep and maintain the same free from the claim of all persons 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;

16. That the improvements about to be made upon the premises above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of the fire rating or inspection organization, bureau, association or office having jurisdiction which may now or hereafter become applicable;

17. That no waiver of any covenant herein or of the Note secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby;

18. That the funds to be advanced herein are to be used in the construction of certain improvements on the lands herein described, in accordance with a building loan agreement between the Mortgagor and Mortgagee dated

19. which building loan agreement (except such part or parts thereof as may be inconsistent herewith) is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this Mortgage; and if the construction of the improvements to be made pursuant to said building loan agreement shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, the Mortgagee, after due notice to the Mortgagor or any subsequent owner, is hereby invested with full and complete authority to enter upon the said premises, employ watchmen to protect such improvements from depredation or injury and to preserve and protect the personal property therein, and to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of the Mortgagor, and to pay and discharge all debts, obligations, and liabilities incurred thereby. All such sums so advanced by the Mortgagee (exclusive of advances of the principal of the indebtedness secured hereby) shall be added to the principal of the indebtedness secured hereby and shall be secured by this Mortgage and shall be due and payable on demand with interest at the rate specified in the Note, but no such advances shall be insured unless same are specifically approved by the Federal Housing Commissioner prior to the making thereof. The principal sum and other charges provided for herein shall, at the option of the Mortgagee or holder of this Mortgage and the Note secured hereby, become due and payable on the failure of the Mortgagor to keep and perform any of the covenants, conditions, and agreements of said building loan agreement. This covenant shall be terminated upon the completion of the improvements to the satisfaction of the Mortgagee and the making of the final advance as provided in said building loan agreement.

PROVIDED ALWAYS, that if the Mortgagor shall well and truly perform all the terms, conditions, and covenants of this Mortgage and of the Note secured hereby, then this Mortgage and the Note secured hereby shall cease, and become void and of no effect.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The said Mortgagor has caused these presents to be signed by its President and its corporate seal hereunto affixed, attested by its Secretary the day and year first above written.

CORPORATE SEAL

MOBILE VILLAGE II, INC.

By Allen H. Westerhouse
Allen H. Westerhouse, President.

ATTEST:

Ralph M. King, Jr. Secretary.

STATE OF KANSAS,

COUNTY OF Douglas

Be it remembered, that on this 8th day of March A.D. 1971, before me Allen H. Westerhouse President of MOBILE VILLAGE II, INC., a corporation, who is personally known to me and known to me to be the President of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and in behalf of and as the act and deed of said corporation. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

(Notarial Seal)

Maurice A. Roberts
Maurice A. Roberts Notary Public.
My commission expires November 30, 1974.

Recorded March 8, 1971 at 3:20 P.M.

Janice Boone Register of Deeds