

THE MORTGAGOR COVENANTS AND AGREES HEREBY:

First, to pay immediately when due all taxes which may be assessed upon this mortgage, or said note, or indebtedness secured hereby, without regard to any law, heretofore or hereafter enacted, imposing payment of all or any part thereof upon Mortgagee. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Mortgagee, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Mortgagors, as herein provided, to pay such tax or taxes is legally inoperative, then, unless Mortgagors nevertheless pay such taxes, all sums hereby secured, without any deduction, shall at the option of Mortgagee become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted.

Second, to procure immediately and maintain and deliver to the possession of said Mortgagee without lapse, policies of insurance against fire and extended coverage on the buildings erected and to be erected upon the said premises in an insurance company acceptable to the Mortgagee in an amount equal to the unpaid balance due and owing on said premises to which policies shall be attached mortgage clauses satisfactory to Mortgagee; and it is further agreed that every such policy of insurance shall be held by the Mortgagee, as collateral or additional security for the payment of the same; and in the event of any loss thereunder the Mortgagors shall give immediate notice to the Mortgagee of such loss and Mortgagee is authorized to make proof of loss if advisable or expedient to said Mortgagee; and any insurance company is hereby authorized to make any payments for such loss directly to the said Mortgagee and Mortgagee may apply the same when received to the payment of said note less the costs and expenses incurred in collecting said insurance; or may elect to have any buildings repaired, or new buildings erected on the aforesaid mortgaged premises.

Third, that the Mortgagee may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this mortgage, and may be recovered, with interest at ten percent, in any suit for judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth, to commit or suffer no waste of said property and to maintain and keep the same in good condition and repair and promptly to effect such repairs thereof as Mortgagee may require.

Fifth, to waive the benefit of any valuation or appraisal and all benefits of the homestead and exemption laws of the State of Kansas.

Sixth, to cause or suffer no unlawful or illegal use of said property or any part thereof at any time.

AND IT IS HEREBY MUTUALLY COVENANTED AND AGREED BY AND BETWEEN THE MORTGAGORS AND THE MORTGAGEE:

First, that Mortgagee is hereby authorized and empowered at its option at any time without notice and without affecting the liability of any person for the payment of any indebtedness secured hereby or the lien upon said property hereby created or the priority thereof to deal in any way with the said Mortgagors or to grant the Mortgagors any indulgences or forbearances or any extensions of time for payment of any indebtedness secured hereby; and to pay to or permit the use for any purpose by Mortgagors of any rents, revenues or other moneys received by Mortgagee under any insurance policy or award herein mentioned or otherwise.

Second, that each right, power, and remedy herein conferred upon Mortgagee is cumulative of any other right of Mortgagee whether herein or by law conferred and may be enforced concurrently herewith.

Third, that any and all moneys which may be received by Mortgagee during the continuance of any default hereunder by Mortgagors may be applied to the payment of any indebtedness secured hereby as Mortgagee may determine notwithstanding any provision in this mortgage or the note which it secures.

Fourth, that no waiver by Mortgagee of the performance of any obligation herein or in said note contained shall thereafter in any manner affect the right of the Mortgagee to require or enforce performance of the same or any other of said obligations.