

expended by Mortgagee shall be charges hereunder as principal money bearing interest at the rate of 12% per annum and shall with interest thereon be secured by this mortgage; but by the payment of any sum hereunder Mortgagee will not be held to have waived any right accruing to it because of the non-payment thereof by Mortgagor.

FOURTEENTH: As additional collateral to secure the payment of the indebtedness secured hereby Mortgagor hereby assigns to Mortgagee or assigns all compensation or purchase money which may in any manner be received under agreement or by awards under eminent domain or taking of said premises for public use, and all profits, revenues, royalties, rents and benefits accruing from said premises in any manner, including and under any and all oil, gas, mineral or other leases now on or hereafter placed thereon. Mortgagor shall promptly give Mortgagee written notice of any condemnation or eminent domain proceedings commenced against said premises and of any communications Mortgagor has received concerning offers for the premises of any part thereof in lieu of condemnation or eminent domain proceedings.

FIFTEENTH: Mortgagor agrees to furnish Mortgagee annually, within 90 days of the end of each calendar year a copy of an audit report of the operations of the premises and audited financial statements of Mortgagor, both prepared by a Certified Public Accountant of recognized standing in the accounting profession and containing a detailed statement of income and expense.

SIXTEENTH: If Mortgagor, its successors and assigns, shall pay or cause to be paid to Mortgagee, its successors or assigns the aforesaid note in accordance with the terms and conditions therein and at the time and place stated therein, together with all interest thereon whether fixed or additional, and all taxes, charges, assessments, statutory liens, and all other lawful claims, and fire and other insurance premiums as hereinbefore expressed and agreed to be done, and keeps and performs each and all of the covenants and conditions herein, then these presents and the estate thereby created shall remain wholly discharged and void, and this mortgage shall be released at the cost of Mortgagor; otherwise they shall remain in full force and effect.

SEVENTEENTH: If any default be made in the payment at the time and place and in the manner provided of all or any part of the debt, or the interest thereon, whether fixed or additional or estimated additional interest, or of any other sum hereby secured or if waste shall be suffered or committed on said premises, or if any mechanics' or other liens which might be prior to the lien of this mortgage be created or rest upon said premises, or any part thereof, for ten days without the same being paid and discharged, or in case at any time there shall exist upon said premises or any part thereof, any claim, lien, encumbrance, easement or restriction prior to this mortgage, or which adversely affects the priority or lien of this mortgage, or if the lien and priority of this mortgage shall not be established and at all times maintained upon said property and every part thereof, or if default be made in the payment of any instalment of taxes or assessments upon said premises or upon the debt hereby secured, or the premiums for said fire and other insurance policies when the same become due, or in the event said insurance

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is not at all times maintained as hereinbefore provided, or upon any default in full performance of each and every agreement, stipulation, and covenant herein contained, the whole principal sum secured by this mortgage and interest thereon and all other amounts hereby secured shall at the option of Mortgagee become immediately due and payable and this mortgage may be foreclosed accordingly, and no demand for fulfillment of conditions broken nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof or to foreclose this mortgage; and in the event suit is commenced to foreclose this mortgage, Mortgagee, its successors or assigns, shall be forthwith entitled to immediate possession of the above described premises and may at once take possession of the same and receive and collect the rents, issues and profits therefrom and shall be entitled to have a receiver appointed to take charge of said property during such litigation without the proof required by statute regardless of the value of said property, accounting to Mortgagor of the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid, and the holder hereof shall in no case be held to account for rentals or damages other than for rent actually received, and this mortgage and note secured hereby shall be in all respects construed according to the laws of the State of Kansas.