

EIGHTEENTH: In the event of any extension of time for the payment of said principal debt, this mortgage shall secure the payment of any and all renewal notes that may hereafter be given to evidence said principal, or the interest upon the same, whether fixed or percentage, during the time of extension.

NINETEENTH: Any remedy herein granted to Mortgagee shall be cumulative and Mortgagee shall be subrogated to the indebtedness and the lien of any and all mortgages and liens paid out of the proceeds of the loan secured by this mortgage although such other encumbrances may have been released of record, and Mortgagee is given express authority to pay any sums secured by such lien in closing of the loan secured hereby.

TWENTIETH: Time is the essence of this contract and each and every one of the covenants and agreements herein contained shall run with the land hereby mortgaged.

TWENTY-FIRST: The granting of any extension or extensions of time of payment of said note or notes, either to the makers or to any other persons, or taking of other or additional security for payment thereof, or waiver of or failure to exercise any right to mature the whole debt under any covenant or stipulation herein contained, shall not in any wise affect this mortgage nor the rights of mortgagee.

TWENTY-SECOND: Should foreclosure proceedings be instituted hereunder on account of any breach or violation of the covenants herein contained, Mortgagee shall have the right, without notice to Mortgagor, to make application for and to have a receiver appointed to take possession of and manage and control the mortgaged property, pending foreclosure proceedings, for the purpose of renting, preserving, or protecting the same, and apply the net income therefrom to the preservation and protection of the mortgaged property and to the payment of the mortgage indebtedness in such manner as the court may direct.

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TWENTY-THIRD: It is covenanted and agreed that \$75,000 of the indebtedness evidenced by the note secured hereby shall be withheld from the loan proceeds and shall be disbursed by Mortgagee when Mortgagee has received evidence satisfactory to it that not more than 70 patients of the nursing home facility to be constructed on the mortgaged property have paid an aggregate charge of \$24,500 for any one month. Mortgagee shall not be obligated to disburse said funds unless all of the following have occurred: (a) Mortgagee shall have received the evidence referred to above within 360 days of the purchase of said loan by Union Mutual Life Insurance Company and (b) that this mortgage is not then in default; and (c) that the title insurance company that shall insure the priority of the lien of this mortgage has agreed to amend its mortgage policy to increase the amount of insurance by \$75,000 and to insure the lien of this mortgage as a first and prior lien against the premises subject only to those title exceptions which are approved by the Mortgagee; and (d) that such amount of \$75,000 is used to repay the loan referred to in Paragraph 24 below provided that such loan is in existence. The amount of the monthly payments of principal and interest as provided for in this mortgage and in the note secured hereby shall not change by virtue of the fact that said sum of \$75,000 is not disbursed.

TWENTY-FOURTH: In the event that \$75,000 of the indebtedness evidenced by the note secured hereby shall be withheld from the loan proceeds as set forth in Paragraph 23 above, then and in such event the premises may be encumbered by a mortgage as security for a loan not to exceed \$75,000 provided that said mortgage recites that the lien created thereby is junior and inferior to the lien created by this mortgage.

TWENTY-FIFTH: Mortgagor shall not without the prior written consent of Mortgagee (a) except as provided in Paragraph 24 above, convey, transfer or encumber the premises or any part thereof, or cause title to the premises or any part thereof to be changed; or (b) assign, transfer, dispose of or encumber any personal property used in connection with the operation of the premises.

TWENTY-SIX: Mortgagor shall at all times maintain in full force and effect from the State of Kansas or any other licensing authority, such license as may be required to operate the premises as a skilled nursing home. Mortgagor agrees that it shall, within 90 days of Mortgagee's request, cause the premises to conform to all applicable requirements for the care of Medicare patients under the Federal Medicare Program.