

and WHEREAS, Grantors do for themselves and their heirs, legal representatives, vendees, assigns or successors, covenant and agree to and with Mortgagee, its successors or assigns, as follows:

1. That Grantors are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all liens and encumbrances, except as hereinabove stated; that the lien created by this Mortgage is a first lien thereon, unless stated otherwise; and that Grantors warrant and will defend their title to said real estate and the lien and priority of this Mortgage and the quiet and peaceable possession of Mortgagee against the lawful claims of all persons whomsoever.

2. The Mortgagee shall at its option be subrogated for further security to the lien of any prior encumbrance, mechanic's or vendor's lien on said premises paid out of the proceeds of this loan, even though the same be released of record.

3. The Grantors will keep the buildings, improvements and fixtures upon said real estate insured against loss or damage by fires, lightning, windstorms and explosions in a company or companies designated by or satisfactory to Mortgagee, and duly authorized to do business in the State of Kansas, during existence of the debt hereby secured, for at least None

Dollars against each of the said hazards and all policies providing such insurance shall constantly be assigned, pledged and delivered to Mortgagee, or to the holder of said note, as additional security for payment thereof, and full power is hereby conferred upon Mortgagee or holder of said note to settle and compromise all loss claims on all such policies, to demand, receive and receipt for all moneys becoming payable thereunder and to apply the same toward the payment of said note, and in the event of foreclosure sale hereunder or other conveyance of the said real estate, the said Mortgagee shall have power to assign such insurance policies to the purchaser.

4. To pay all and singular the taxes, assessments, levies and encumbrances of every nature heretofore or hereafter assessed against the above-described real estate and promptly from time to time to deliver the official receipts for the same to the Mortgagee showing that all taxes and assessments have been paid before they have become delinquent. To pay when due the principal and interest on any indebtedness secured by any prior Mortgage on the property herein described. To comply with all expressed conditions of any prior Mortgage.

5. To keep the said property in good repair and fully protected from the elements and if under construction to complete the same, to commit or permit no waste thereon and to do or permit no act by which the property hereby conveyed shall become less valuable, to not remove or permit removal of any buildings or other improvements, or fixtures of any kind from the said premises or construct any new improvements, additions to or structural changes in the present buildings thereon without the written consent of Mortgagee, and that no fixtures will be installed subject to vendor's lien or other lien and should any be hereafter installed the lien of this instrument shall immediately attach and be prior and superior to liens or claims of others.

6. Upon the failure of Grantors to do so, or upon request of Grantors, Mortgagee may at its option pay, taxes, assessments, insurance premiums, for necessary repairs and for otherwise protecting and preserving the security of this instrument and all advances so made shall at once be due Mortgagee in addition to the regular payments required by said note, or at the option of Mortgagee may be added to the principal of the debt secured hereby to be paid out of monthly payments as herein specified, and in either case shall bear interest at the rate provided in said note, payable monthly, from the date of advancement until paid and all advances so made shall be included as additional amounts secured by this instrument.

7. If now or hereafter demanded by Mortgagee, Grantors agree to pay Mortgagee additional monthly payments equal to 1/12 of such amount as Mortgagee shall estimate to be required for the purpose of accumulating a fund with which to pay, before delinquent, all general and special taxes and premiums on insurance policies on the premises securing said note, without obligation of Mortgagee to pay interest thereon.

8. Grantors hereby assign to Mortgagee, its successors or assigns, the rents and income arising at any time and all times from the property mortgaged to secure said note, and hereby authorize Mortgagee or its agent, at its option upon default, in addition to and without waiving other remedies, to take charge of said property and collect all rents and income and apply the same on the insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or other charges or payments provided for in this Mortgage or in said note. This assignment of rents shall continue in force until the unpaid balance of said note is fully paid. Mortgagee, at its option, may have a receiver appointed for such purposes, and such power and authority shall be irrevocable, and shall continue after sale hereunder if a bond is given to redeem or if the owner of said real estate should die and foreclosure should not be permitted. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard the Mortgagee, its successors or assigns, in the collection of said sums by foreclosure or otherwise.

9. All sums awarded to or for the property in proceedings in condemnation or seizure by public authority shall be paid to Mortgagee, its successors or assigns to be applied on the indebtedness hereby secured and in such event all of the indebtedness hereby secured shall be and become immediately due and payable at the option of Mortgagee, its successors or assigns.

10. In the event Grantors shall convey away the premises hereinabove described or if the title to said premises shall become vested in any other person, persons or corporation in any manner whatsoever, the whole of said principal sum and all sums secured hereby shall immediately become due and payable at the option of Mortgagee, unless Grantors shall first obtain the written consent of Mortgagee to such conveyance or vesting of title. Acceptance by Mortgagee of any payments made by the successors, assigns, heirs, representatives and vendees of Grantors, without Grantors first obtaining written consent as above mentioned, shall not constitute or be construed as a waiver of Mortgagee's option.

Upon such transfer, Mortgagee, at its option, may assess an assumption fee charge not to exceed \$100.00 and if not paid, Mortgagee may at its option charge said assumption fee charge to the title holder, the unpaid fee to be carried as a payment delinquency for so long as it remains unpaid and included as an additional sum secured by this instrument.

11. In the event that Grantor is a corporation, such Corporate Grantor agrees that in the event of the foreclosure of this Mortgage, Corporate Grantor, its successors or assigns, shall have no right to redeem the mortgaged property from and after the date of the foreclosure sale. All such rights of and to such redemption are hereby expressly waived as are appraisal and all benefits of homestead and exemption laws.

12. The failure of Mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at any time and to insist upon and enforce strict compliance with all the terms and provisions of this Mortgage and of said note. Notice to Grantors of the exercise of any option granted herein to Mortgagee shall not be required.

13. The term Mortgagee, shall at all time refer to any legal holder and owner of the note herein secured. NOW, if Grantors shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, and if Grantors shall have kept and performed the agreements herein provided, then these presents shall be null and void. But if said sum of money or any part thereof or any interest thereon be not paid when the same becomes due, or if default be made in the performance of any of the agreements herein provided, then, and in that event, the whole of said sum, and interest shall, at the option of Mortgagee, its successors or assigns, by virtue of this Mortgage, immediately become due and payable, without notice, of demand and upon such forfeiture of this Mortgage, or in case of default in any payments or performance of Grantors' agreements herein provided, Mortgagee, its successors or assigns, shall be entitled to a judgment for the sum due upon said note with interest as therein provided, together with any additional sums paid by virtue of this Mortgage including, but not limited to, the cost of a supplemental abstract of title, title insurance, or other necessary title work, plus the highest legal rate of interest per annum, together with all costs and expenses of enforcing said judgment, as provided by law, and a decree for the sale of said premises, en masse or in parcels, in satisfaction of said judgment, foreclosing all rights and equities in and to the above described premises of Grantors, their heirs and assigns, and all persons the State of Kansas are hereby waived by Grantors. If foreclosure proceedings are commenced in accordance with the provisions of this Mortgage but said proceedings are discontinued prior to judgment, Grantors agree to pay all costs and expenses incurred by Mortgagee. In the event any clause or provision of this Mortgage shall be invalid or void for any reason, the balance of the provisions hereof shall remain in full force and effect. The masculine gender shall, where appropriate, be deemed to include the feminine and neuter and the singular the plural and vice versa. All of Mortgagee's remedies shall be cumulative and may be exercised singularly or concurrently. Notwithstanding anything contained in the promissory note(s) or other agreements herein described, the construction, validity and effect of this Mortgage and said promissory note(s) and all obligations evidenced thereby shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, Grantors have executed this instrument the day and year first above written.

*Richard L. Greiner*  
Richard L. Greiner

*Lou Ellen Greiner*  
Lou Ellen Greiner

STATE OF MISSOURI

ACKNOWLEDGMENT FOR INDIVIDUALS

County of Jackson ss. BE IT REMEMBERED, That on this 21st day of May A.D. 1971, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Richard L. Greiner and Lou Ellen Greiner, Husband and Wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same. ~~XXXXXX~~

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written. September 14, 1972. Notary Public L. R. Turner

CORPORATION ACKNOWLEDGEMENT

STATE OF ss. County of

Recorded June 3, 1971 at 3:15 P.M.

*James Beem* Register of Deeds