

2.03 SUITS TO PROTECT THE "MORTGAGED PROPERTY." The "Lender" shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the "Mortgaged Property" by any acts which may be unlawful or any violation of the mortgage, (b) to preserve or protect its interest in the "Mortgaged Property" and in the income, revenue, rents and profits arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the "Lender."

2.04 LEASEE. The "Lender," at the "Lender's" option, is authorized to foreclose this mortgage subject to the rights of any tenants of the "Mortgaged Property," and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the "Borrower," a defense to any proceedings instituted by the "Lender" to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the "Mortgaged Property."

2.05 NO WAIVER. No waiver by the "Lender" of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

2.06 DISCONTINUANCE OF PROCEEDINGS—POSITION OF PARTIES, RESTORED. In case the "Lender" shall have proceeded to enforce any right or remedy under this mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the "Lender," then and in every such case the "Borrower" and the "Lender" shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the "Lender" shall continue as if no such proceeding has been taken.

2.07 REMEDIES CUMULATIVE. No right, power, or remedy conferred upon or reserved to the "Lender" by this mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE THREE

Miscellaneous Provisions

3.01 SUCCESSORS AND ASSIGNS, ETC. Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and every mention of the "Borrower" or "Lender" shall include the heirs, executors, legal representatives, administrators, successors and assigns of the party so designated.

3.02 NOTICES. The mailing to borrower of a written notice or demand by depositing it in any post office, station, or letter box, enclosed in a postpaid envelope addressed to the owner of record of said "Mortgaged Property," or directed to said owner at the last address actually furnished to the "Lender," shall be sufficient notice and demand to borrower in any case arising under this instrument and required by the provisions thereof or the requirements of the law.

3.03 TABLE OF CONTENTS, HEADINGS, ETC. The table of contents, the headings of the articles, sections, paragraphs and subdivisions of this mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

3.04 INVALID PROVISIONS TO AFFECT NO OTHERS. In case any one or more of the covenants, agreements, terms or provisions contained in this mortgage or in the note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the note shall be in no way affected, prejudiced or disturbed thereby.

3.05 CHANGES, ETC. Neither this mortgage nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by the "Borrower" and "Lender" relating to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

IN WITNESS WHEREOF, the "Borrower" has executed these presents the day and year first above written.

Gordon M. Fulcher
Gordon M. Fulcher

Della L. Fulcher
Della L. Fulcher

(Seal)

ATTEST:

STATE OF KANSAS, COUNTY of Douglas SS.

BE IT REMEMBERED, that on this 4th day of June, 1971, before me the undersigned a Notary Public in and for said County and State,

came Gordon M. Fulcher and Della L. Fulcher, his wife

who personally known to me to be the identical persons described in, and who executed the foregoing mortgage, and acknowledged the execution of the same to be their voluntary act and deed.

WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

January 29, 1975

Eugene L. Doane
Notary Public EUGENE L. DOANE

STATE OF KANSAS, COUNTY of SS.

Recorded June 14, 1971 at 9:50 A.M.

Janice Beem Register of Deeds