5. <u>Compliance with Laws; Repair, Waste, Removal</u>. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions which affect the security; to keep the security in good condition and repair at all times; not to commit or permit waste of, or nuisance on, the security, nor to permit unreasonable depreciation of the physical condition or value of the security through erosion, insufficient water supply, inadequate or improper drainage or irrigation, or any other cause; or, unless written consent of the Mortgagee is first obtained, not to cut or remove, or permit the cutting or removal of, growing timber, except for domestic purposes; nor to remove or permit removal of any improvements, except for appropriate replacement.

6. <u>Insurance</u>. To keep such buildings and any which may hereafter be erected on the premises insured against loss or damage by fire and such other hazards or risks as may be required by Mortgagee in such insurance company or companies as Mortgagee may approve; and to deliver to Mortgagee, evidence of such insurance satisfactory to Mortgagee, having attached to said policies such mortgage indemnity clause as Mortgagee shall direct. Evidence of renewals of the policies shall be delivered at least ten (10) days before any insurance shall expire. Any sum which may become due under any policy may be applied by Mortgagee, at its option, either to reduce the debt or to repair or replace the improvements covered by the policy.

7. <u>Nonmonetary Default</u>. In addition to nonperformance of any covenant in this Mortgage, the Note or Other Security Documents, in the event Mortgagor: (1) fails to pay, when due, any taxes, liens, encumbrances, judgments, or assessments hereinafter levied, assessed or placed of record against the real property; (2) fails to pay any insurance premium; (3) fails to keep the property in proper repair; (4) commits or permits waste; (5) fails to make any other payment or take such action as is necessary to maintain and/or protect the security of the property; or, (6) becomes insolvent, or makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or trustee for Mortgagor or for any substantial part of Mortgagor's property, commences any proceeding relating to Mortgagor under the bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or by any act indicate Mortgagor's consent to, approval of, or acquiescence in any such proceeding, file a petition, or make such application, or experience any other material adverse change in financial condition; then, in addition to any such event constituting an event of default by Mortgagor, as elsewhere herein provided and enforceability of rights of Mortgagee otherwise herein provided, Mortgagee may, at its option and without any liability, pay such taxes, liens, encumbrances, judgments, assessments, or premiums, make such repairs and take such steps as it deems advisable to prevent or cure such waste, and make such other payments or take such other and further action as it deems necessary or advisable to protect its security hereunder. Any and all amounts paid, or expenses incurred by Mortgagee shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the Note rate of interest. Mortgagee shall be the sole judge of the necessity for making any such payment, as well as of the amount required and shall have the right to enter the property to take all necessary action.

8. <u>Due on Sale</u>. **Except as specifically set forth in paragraph 23, herein,** Mortgagor further covenants that Mortgagee's prior review and consent, in writing, will be obtained before any form of secondary financing is placed on the real property and any other property securing Mortgagor's obligations to Mortgagee. Mortgagor further covenants that Mortgagee's prior review and consent, in writing, shall be obtained before Mortgagor conveys all or any portion of title to the real property. Failure to secure prior review and consent shall, at Mortgagee's option, cause the entire indebtedness, as provided for in the Note, to be immediately due and payable.

9. <u>Acceleration</u>. Breach of any covenants of the Mortgage, or any of the covenants contained in the Note secured hereby, or any other instrument given in conjunction with the Note or to secure said Note or on which Mortgagee could be reasonably expected to rely, or the payments of principal or interest, as aforesaid, shall, at the election of Mortgagee, exercised at any time after such breach or default, without notice to anyone, cause all the sums hereby secured, with the interest thereon to become at once due and payable, and Mortgagee may enforce payment thereof by foreclosure of this Mortgage or otherwise. Unless prohibited by law, Mortgagor hereby expressly waives an appraisal of the real property and all benefits of the homestead exemption and stay laws of Kansas.

No failure of Mortgagee to exercise any option to declare the maturity of the debt hereby secured accelerated shall be deemed a waiver of the right to exercise such option at any other time as to any past, present, or future default.