

19. **Severability.** In the event that any provision or clause of this mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this mortgage and the Note are declared to be severable.

20. **Transfer of the Property; Assumption.** If all or any part of the Mortgaged Property or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase; Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request and Mortgagee and the person to whom the property is to be sold or transferred have complied with any other requirements of Mortgagee.

21. **Appointment of Receiver.** Upon occurrence of an event of default or acceleration under Paragraph 11 of this mortgage, or abandonment of the Mortgaged Property, and at any time prior to the expiration of any period of redemption following judicial sale, Mortgagee shall be entitled, to the extent provided by applicable law, to have a receiver appointed by the court to enter upon, take possession of, and manage the Mortgaged Property, and to collect the rents of the Mortgaged Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Mortgaged Property and collection of rents, including, but not limited to, receiver's fees and premiums on receiver's bonds, and then to the sums secured by this mortgage. The receiver shall be liable to account only for those rents actually received.

22. **Inspection.** Mortgagee or its agent may reasonably enter the Mortgaged Property in order to inspect its condition for Mortgagee's benefit. If improvements are to be made upon the Mortgaged Property, Mortgagors will have full responsibility for contracting for, and overseeing construction of, the improvements. Mortgagee assumes no responsibility in regard to any improvements to be made upon the Mortgaged Property. When appropriate, Mortgagee will give Mortgagors reasonable notice prior to the inspection.

23. **Application of Payments.** All payments received by Mortgagee under the Note shall be applied by Mortgagee first to the payment of any penalties, second to payment of taxes and insurance, third to the payment of interest, and fourth to the reduction of the remaining principal, including future advances.

24. **Miscellaneous.** The terms, conditions, covenants, and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors, and assigns and shall inure to the benefit of Mortgagee, its successors and assigns. Words used in the singular shall include the plural and words in the plural shall include the singular, and the word Mortgagors and the corresponding plural wherever used herein shall mean the person, persons or corporation, whether one or more, named above as "Mortgagors," jointly and severally. The captions preceding the paragraphs hereof are for convenience only and shall not be utilized in construing or interpreting this mortgage.

25. **Terms of the Note are a Part of Mortgage.** It is agreed and understood that all terms and conditions of the Note are hereby incorporated into this mortgage.

26. **Rights and Remedies Cumulative.** All rights and remedies contained in this mortgage are cumulative and not in substitution for any other right or remedy otherwise available.

27. **Other.**

IN WITNESS WHEREOF, each of the Mortgagors has executed this mortgage or caused this mortgage to be executed by its duly authorized officers.

"Mortgagor"

"Mortgagor"

REGISTRATION FEE

Indebtedness \$1820.00 Fee \$473.00
Made this 7th day of Sept, 1994
S. J. Neustifter
Register of Deeds, Douglas County, Kansas

ORIGINAL COMPARED WITH RECORD

StorGard Partnership I,
a Kansas General Partnership

By:

J. E. Santaularia
General Partner

"Mortgagor"

9009945

FILED
INDEX

JUL 10 1994

By:

001000-9 JUL 10 25 014041 Kaley
003035 Leonard

State of Kansas
County of Douglas

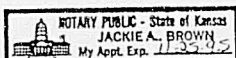
"Mortgagor"

State of Kansas, Douglas County, SS.
Filed and Entered in Vol. 322
Page 1154 at 10:41 o'clock A. M.
1157
SEP - 7 1994
S. J. Neustifter
Register of Deeds
Deputy

This instrument was acknowledged before me on

September 6, 1994
by J. E. Santaularia
as General Partner
of StorGard Partnership I, a Kansas General Partnership

(Seal, if any)



My appointment expires:

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Signature of notarial officer

Notary Public

Title (and Rank)

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