

each, payable respectively, on the first day of October 1928 and 1929 and the other being for the sum of SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00) payable on the first day of October, 1930; all of said notes bearing interest from date until maturity at the rate of 6% per annum, payable semi-annually on the first days of April and October in each year according to interest coupons attached to said notes, both principal and interest payable to the order of the said COMMERCE TRUST COMPANY, at its office in Kansas City, Missouri, in lawful money of the United States of America. Said notes further provide that if default be made in the payment of any part of said money, either principal or interest when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders, become due and payable, and both principal and interest are to bear interest at the rate of eight per cent per annum after maturity. The parties of the first part, however, shall have a right and option of paying an additional FIFTY THOUSAND DOLLARS (\$50,000.00) at the maturity of any of the above described notes, and shall have the further right and option of paying all of the unpaid notes at any time by paying the principal and accrued interest thereon to the date of such payment plus ninety days additional interest on said unpaid balance.

499 SECOND: Said parties of the first part agree to pay all taxes and assessments on said lands, personal property and premises when same are due, and to keep said property, including all buildings and improvements on said land insured in good responsible fire insurance companies, to the satisfaction of the holder hereof, in the sum of not less than \$450,000.00 upon said building and \$30,000.00 upon said personal property against loss by fire, and not less than \$250,000.00 upon said building against loss by windstorm or tornado, the policy or policies to be delivered to said party of the second part and written for the benefit of said party of the second part, its successors or assigns, as additional security to this debt, and if the taxes or insurance premiums are not paid when due by the parties of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of eight per cent per annum, and the parties of the first part assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said parties of the first part agree to keep all buildings and improvements on said land in as good repair as they now are, and not to commit or allow any waste on said premises, and shall during the existence of the lien of this mortgage, operate said hotel business as a first class hotel and shall keep the personal property covered by this mortgage intact and in as good repair as it now is and to that end shall from time to time, as and when needed, replace, replenish and substitute any and all such personal property with like property equal to the present value of the property replaced, so that the security hereunder shall be kept unimpaired. Except for the purposes so indicated in this paragraph, the said personal property covered by this mortgage shall not be diverted or removed to any use or purpose other than the conduct of said hotel business in the location aforesaid.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of said property and said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said parties of the first part agree that if the makers of said notes shall fail to pay the principal or interest of said notes, or any part thereof, as the same becomes due, or any of the taxes, assessments or insurance premiums, and they become