

declared due and payable, whether the same or any part thereof by the terms thereof be due or not, and notice of said option need not be given to the maker hereof, or those claiming under him, and this mortgage may thereupon be foreclosed immediately, in any court having jurisdiction of the subject matter for the whole of said principal indebtedness, interest and costs, together with statutory damages in cases of protest, by the said second party or any legal holder of said note filing a bill or petition for the foreclosure of this mortgage, the said first party hereby giving to any attorney or attorneys at law full and complete warrant and authority, upon request of the legal holder or holders of the notes aforesaid, to appear for said party of the first part and confess judgment of foreclosure of this mortgage in favor and on behalf of said holders or holders, and execution and order of sale shall issue upon any and all such judgments forthwith. Upon default by the maker hereof, in any particular, in this mortgage stated, the said mortgagee or assigns shall be forthwith entitled to the immediate possession of the above described lands and premises, and may forthwith take possession and receive and collect the rents, issues and profits thereof.

For Value Received, the said party of the first part does hereby expressly waive any and all appraisements of said real estate under any and all proceedings had, whether of intermediate or final process, and do further waive all benefits of the stay, valuation, or appraisement laws of the State of Kansas.

All covenants, agreements and stipulations herein contained shall run with the land and bind as well all subsequent purchasers or incumbrancers, as the heirs, representatives and assigns of the maker hereof, are hereby expressly bound.