

18. The proceeds of the loan evidenced by the note secured hereby are to be used in the construction of certain improvements on the premises hereinbefore described, and Mortgagor agrees that if said construction of said improvements shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, Mortgagee is hereby invested with full and complete authority to enter upon the said premises, employ watchmen to protect such improvements from depredation or injury and to preserve and protect the personal property therein and thereon, and to continue any and all outstanding contracts for the erection and completion of such improvements, to make and enter into any contracts and obligations wherever necessary, either in its own name or the name of Mortgagor and to pay and discharge all debts, obligations and liability incurred thereby; and for the repayment of any moneys thus paid (exclusive of any advance of the principal of the note secured hereby) with interest thereon from the time of payment, at the rate of ten (10) per centum per annum, these presents shall be security in like manner and with like effect as for the payment of said note. The authorization to Mortgagee in this paragraph contained shall create no obligation upon Mortgagee to enter upon the premises, or to do or perform any of the acts or make any of the payments by this paragraph authorized, and the failure of Mortgagee to exercise any of the powers and authority afforded to it by this paragraph, upon occasion, shall not bar or estop it from the exercise of such power and authority on any subsequent occasion.

19. Mortgagor agrees, to the full extent that it may lawfully so agree, that in case of a default on its part in the performance of the obligations imposed upon it by the terms of this Mortgage and the Note secured hereby, neither Mortgagor or anyone claiming through or under it shall or will set up, claim or seek to take advantage of any stay, extension or redemption laws or redemption periods or grace periods now or hereafter in force and affecting the mortgaged premises in order to prevent or hinder enforcement, foreclosure sale, confirmation of sale, or conveyance of said property upon foreclosure or the final and absolute putting in possession thereof immediately after any such sale of the purchaser or purchasers thereat, and the Mortgagor, to the full extent that it may lawfully do so for itself, and all who may claim through or under it, hereby waives the benefit of all such laws.

NOW, if said Note and interest thereon be paid when due and the agreements in said Note and the Mortgage be faithfully performed, then these presents shall be null and void and the premises hereinbefore conveyed shall be released at the cost of Mortgagor. But if any of the agreements herein or in said Note contained be not kept or performed as aforesaid, then the remaining indebtedness secured hereby may at the option of the Mortgagee, without notice, be declared due and payable for all purposes, anything herein or in said Note to the contrary notwithstanding, or Mortgagee may at its option effect the necessary repairs, pay such taxes or assessments or any part thereof, effect such insurance paying the cost thereof, and may pay and satisfy any final judgment on any lien claim, including all costs and expenses in connection therewith, and for the repayment of all moneys paid on account of the premises, with interest thereon from the time of payment at the rate of ten (10) per centum per annum, these presents shall be security in like manner and with like effect as for the payment of said Note. In event of any default, Mortgagee shall be entitled to foreclose this Mortgage and shall be entitled to a judgment for the sum due upon said Note and any additional sums paid by virtue of this Mortgage, including all costs and expenses of enforcing the same, as provided by law, and shall be entitled to a decree for the sale of said premises in satisfaction of said judgment foreclosing all of the rights and equities of Mortgagor in and to said premises, as well as all persons claiming under it, and at which sale appraisal of said property is hereby expressly waived by Mortgagor, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by the Mortgagor. In event of such foreclosure, Mortgagee shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon, and apply the same as the Court may direct.