

431

conditions, and covenants of said note and this mortgage are not duly, promptly, and fully performed, then in either or any such event, the said aggregate sum mentioned in said note then remaining unpaid, with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Lender, as fully and completely as if all of the said sums of money had been originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding, and thereupon and thereafter, at the option of said Lender, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Lender may foreclose this mortgage, as to the amount so declared due and payable, and the said premises shall be sold to satisfy and pay the same together with costs, expenses, and allowances. In case of partial foreclosure of this mortgage, the Mortgaged Property shall be sold subject to the continuing lien of this mortgage for the amount of the debt not then due and unpaid. In such case, the provisions of this paragraph may again be availed of thereafter from time to time by the Lender. Also, if default be made in the payment of the indebtedness as herein provided or of any part thereof, and said Mortgaged Property shall be sold under any decree or judgment in any suit to foreclose or enforce this mortgage or the debt secured hereby, said premises may at instance of the Lender be sold in one parcel, any provision of law to the contrary notwithstanding. In the event of any foreclosure sale, appraisalment of the said premises is hereby waived by the Borrower; and in the event the Borrower is a corporation, said corporate Borrower, its successors and assigns, hereby expressly and wholly waives any and all periods of redemption and equity of redemption which it may have been entitled to under the laws of the State of Kansas. In the event of foreclosure of the mortgage securing this indebtedness, the Lender agrees that it shall not seek or obtain a deficiency judgment against the Borrower.