

interest in the Property or any interest in Borrower as a result of foreclosure of a subordinate lien or a security interest or a transfer by operation of law (except as otherwise provided below) shall constitute a sale or transfer subject to this paragraph.

21. ACCELERATION; REMEDIES.

a. **Acceleration and Sale.** Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender, at Lender's option, and following the expiration of any grace period as provided in the Note, may declare all of the sums secured by this Instrument to be immediately due and payable without further demand, and may at its option invoke any or all remedies permitted by Kansas law or provided herein, including but not limited to foreclosure of this Instrument. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, reasonable attorneys' fees and costs of title reports.

If Lender forecloses this Instrument, Lender shall initiate such court action and give Borrower such notices as are required by Kansas laws, as amended from time to time, and shall otherwise comply with the requirements of such laws in giving notices and selling the Property under foreclosure. At any sale conducted hereunder, it shall not be necessary for Lender to have physical or constructive possession of the Property. In the event of sale, Borrower, its successors and assigns shall immediately upon the making of the sale, to the extent not prohibited by applicable law, surrender and deliver possession of the Property to the purchaser at such sale. In the event of Borrower's failure to do so, it shall thereupon from and after the date of such sale be deemed by purchaser, at its option, a trespasser or tenant at will on such Property. Purchaser, at its option, shall then be entitled to institute and maintain an action for eviction or forcible detainer of such Property in any court of jurisdiction in the county in which such Property, or any part thereof, is situated.

b. **Possession.** Upon default by Borrower, Borrower expressly consents to Lender taking possession of the Property, either in person or by agent, without the necessity of appointment of a receiver, to rent any portion of the Property, and to collect all rents and revenues of the Property, and Borrower agrees to yield possession of the Property immediately upon written demand therefore.

c. **Receiver.** In addition to all other remedies herein provided, Lender shall, as a matter of right, be entitled to an ex parte appointment of a receiver or receivers without notice, notice being hereby expressly waived, for all or any part of the Property without regard to the value of the Property or the solvency of any person or persons liable for the payment of the Note and Borrower does hereby consent to the appointment of such receiver or receivers, but nothing herein is to be construed to deprive Lender of any other right, remedy or privilege it may now have under the law to have a receiver appointed; provided, however, that the appointment of such receiver, trustee, or other appointee by virtue of any court order, statute, or regulation shall not impair or in any manner prejudice the rights of Lender to receive payment of the rents and income. Any money advanced by Lender in connection with any such receivership shall be a part of the indebtedness secured hereby and shall be payable by Borrower to Lender as provided in this Instrument. The receiver or its agents shall be entitled to enter upon and take possession of any and all of the Property. The receiver, personally or through its agents or attorneys, may exclude Borrower and its agents, servants, and employees wholly from the Property, and have, hold, use, operate, manage, and control the same and each and every part thereof, and keep insured the properties, equipment, and apparatus provided or required for use in connection with the business or businesses operated on the Property, and make all such useful alterations, additions, betterments, and improvements as the receiver may deem judicious. Such receivership shall, at the option of Lender, continue until full payment of all sums hereby secured, or until title to the Property shall have passed by foreclosure sale under this Instrument and the period of redemption, if any, shall have expired.

d. **Waivers.** Unless prohibited by applicable Kansas law, Borrower hereby expressly waives and releases any and all rights of redemption or periods of redemption in the event of foreclosure of this Instrument. Borrower further expressly waives and releases all rights of exemption of some of the Property or proceeds thereof from attachment, levy or sale on execution, all rights of appraisal or valuation, and all benefits of any homestead exemption.

22. ENVIRONMENTAL MATTERS.

a. **Defined Terms.** As used in this paragraph, the following terms shall have the following meanings:

(1) "Contaminant" means any pollutants, hazardous or toxic substances or wastes or contaminated materials including but not limited to oil and oil products, asbestos, asbestos containing materials, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, flammables, explosives, radioactive materials, laboratory wastes, chemicals, elements, compounds or any other materials and substances (including materials, substances or things which are composed of or which have