

10. **Redemption Waived.** Mortgagor hereby expressly waives any and all rights of redemption in the event of the foreclosure of this Mortgage.

11. **Late Charge and Default Interest.** In the event Mortgagor shall fail to pay any amount required to be paid by Mortgagor under this Note within fifteen (15) calendar days after the date such payment is due, as a late charge, Mortgagor shall pay to Mortgagee without notice or demand an amount equal to SEVEN percent (7%) of the aggregate monthly installment which is not timely paid. Mortgagor expressly acknowledges and agrees that the foregoing late payment charge provision is reasonable under the circumstances existing on the date of this Mortgage, that it would be extremely difficult and impractical to fix Mortgagee's actual damages arising out of any late payment and that the foregoing late payment charge shall be presumed to be the actual amount of such damages incurred by Mortgagee. The provisions of this paragraph entitled "Late Charge" are in addition to the other rights and remedies conferred upon Mortgagee under this Mortgage and shall not limit Mortgagee's right to compel prompt performance hereunder nor be deemed to conflict with any other provision of this Mortgage or the Note.

In addition to late charges, interest shall accrue on the entire Principal Balance of this Note secured hereby at the default rate herein provided from and after the earlier of (i) the Maturity Date or (ii) the date on which Mortgagee exercises its option to accelerate. The applicable default rate shall be equal to SEVEN percent (7%) over the rate of interest then in effect.

12. **Affirmative Covenants.** Mortgagor will, from time to time, on request of Mortgagee, promptly do such acts, execute, acknowledge, and deliver such notices, deeds, conveyances, or other instruments in the nature of a mortgage or hypothecation, including financing statements and continuation statements, as may be required by Mortgagee to continue, preserve, maintain, and perfect the lien of this Mortgage on all the mortgaged property and will do all acts necessary to continue, preserve, and maintain the Note, this Mortgage, and all other instruments given as security for the payment of the note as legal, valid, and binding instruments, enforceable in accordance with their terms. Mortgagor further agrees to pay all costs and expenses, including counsel fees and title searches, in connection with renewing financing statements, liens or filing continuation statements with respect thereto.

13. **Hazardous Waste.** Mortgagor agrees to keep the land free from release (any "Release") of Hazardous Materials. Hazardous Materials include any flammable explosives, radioactive materials, oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous wastes, toxic substances and similar substances and materials, including all substances and materials defined as hazardous or toxic wastes, substances or materials under any applicable law, ordinance, code, rule, regulations, order or decree, as now or at any time hereafter in effect, including but not limited to those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") or the Kansas Department of Health and Environment ("KDHE"), and the list of toxic pollutants designated by Congress or the EPA or the KDHE.

14. **Remedies.** Mortgagee, with or without entry, personally, or by its agents or attorneys, insofar as is applicable, may, (a) sell the Mortgaged Property and all estate, right, title and interest, claim and demand therein, to the extent permitted by and pursuant to the procedures provided by law, at one or more sales, and at such time and place on such terms and after such notice thereof as may be required or permitted by law; (b) institute proceedings for the complete or partial foreclosure of this Mortgage; or (c) take such steps to protect and enforce its right whether by action, suit or proceeding in equity or at law of the specific performance of any covenant, condition or agreement in the Note or this Mortgage (without being required to foreclose this Mortgage) or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect.

15. **Sale after Execution.** Any real estate or any interest or estate thereon sold pursuant to any writ of execution issued on a judgment obtained by virtue of the Note, this Mortgage, or Other Security Documents, or pursuant to any other judicial proceedings under this Mortgage, Note or Other Security Documents, may be sold in one parcel, as an entirety, or in such parcels, and in such manner or order as Mortgagee, in its sole discretion may elect.

16. **Costs of Collection.** Mortgagor agrees to pay to Mortgagee immediately and without demand all costs and expenses incurred by Mortgagee in exercising the remedies under the Note and Other Security Documents (including without limit, court costs and attorneys' fees, whether incurred in litigation or not, to the extent allowed by law) with interest at the