

by law, including without limitation Section 509(b) of the Bankruptcy Code. Failure of Mortgagee to exercise any option to declare the maturity of the Indebtedness shall not be deemed a waiver of the right to exercise such option at any other time, at any point, present, or future default hereunder. No waiver of any requirement, covenant, or provision of this mortgage may be waived at any time except in writing, and no such waiver shall be effective or binding on Mortgagee other than a single occasion. Appraisalment of the real estate is waived. Mortgagor hereby waives to the maximum extent permitted by law the benefit of any and all stay, valuation, homestead, and appraisalment laws whether now in effect or hereafter enacted or modified. In case of foreclosure, it is agreed that the Mortgaged Property shall be sold in either its entirety or in parcels, as determined by Mortgagee in its sole discretion.

12. **Exhaustion of Security.** If the sums secured by the lien of this Mortgage are now or hereafter further secured by the liens of other mortgages, deeds of trust, security agreements, pledges, contracts of guaranty, assignments of leases, assignments of certificates of deposit, letters of credit, or other security, Mortgagee may, at its option, exhaust any one or more of those securities and the security under this Mortgage, either concurrently or independently, and in such order as Mortgagee shall determine. In doing so, Mortgagee will not be deemed to have made an election of remedies or waiver that would prevent it from later exercising its remedies as to any remaining security, nor will any such action by Mortgagee be deemed as bringing a multiplicity of suits or splitting causes of action.

13. **Waiver of Redemption Rights.** If any of the Mortgagors are general or limited partnerships, limited liability companies, or are corporations organized under the laws of the United States, the District of Columbia or any state of the United States, or if the Mortgaged Property is other than a dwelling or dwellings for occupancy by not more than two families or agricultural land, then and in either event all of the undersigned Mortgagors do hereby waive the period of redemption under the laws of the State of Kansas as against the undersigned Mortgagors and all persons receiving title from them.

14. **Entirety Certificate and Subordination Agreements.** Mortgagor shall, within ten (10) days of a written request from Mortgagee, furnish Mortgagee with a written statement, duly acknowledged, setting forth the sum secured by this Mortgage and any right of setoff, counterclaim, or other defense which exists against such sum and the obligations of this Mortgage. Upon Mortgagee's request, Mortgagor shall also procure and deliver to Mortgagee subordination agreements from each lessee, tenant, and occupant of the Mortgaged Property, or other portion thereof, in a form satisfactory to Mortgagee.

15. **Condemnation Proceeds.** All awards of damages by reason of condemnation for public use of all or any portion of the Mortgaged Property and any proceeds of sale in lieu of condemnation are hereby assigned and shall be paid to Mortgagee, which may at its sole discretion apply all or any portion of such award on account of the Indebtedness, or permit Mortgagors to receive same. At the option of Mortgagee, the Indebtedness secured hereby shall become immediately due and payable if any condemnation of part of the Mortgaged Property significantly impairs the value of the remainder of the Mortgaged Property.

16. **Notices.** Except for any notice required under applicable law to be given in another manner, all notices to Mortgagee and Mortgagor(s) shall be delivered to the addresses provided for in this mortgage or such other addresses as later designated. All notices required under this mortgage shall be made in writing and delivered either by (a) certified mail, and considered delivered upon signed receipt or refusal to accept notice, or (b) nationally-recognized overnight delivery service, and considered delivered the day after the notice is deposited with that service for delivery.

17. **Hazardous Materials.** Mortgagor(s) warrant to Mortgagee that:

(a) Mortgagors are not aware of any Hazardous Materials generated from or located on the Mortgaged Property, nor are Mortgagors aware of any prior use of the Mortgaged Property that might involve Hazardous Materials.

(b) Mortgagors are not aware of any Hazardous Materials Contamination on or under the Mortgaged Property and will immediately notify Mortgagee of the presence of, or the threat of, Hazardous Materials Contamination on or under the Mortgaged Property.

(c) Mortgagors will obtain all licenses and permits as are required for the use of the Mortgaged Property, including, but not limited to, the use of air and water, or which involve dumping or storage of material on the Mortgaged Property.

(d) Mortgagors are not aware of any investigations, complaints, or inquiries of any kind, from any source, concerning Hazardous Materials or environmental conditions of the Mortgaged Property or properties adjoining the Mortgaged Property.

(e) Mortgagors shall not allow the use, storage, transportation, or other present of Hazardous Materials on the Mortgaged Property except in compliance with all Governmental Requirements (as defined below).

Mortgagors will indemnify and hold Mortgagee harmless for:

(i) any liability, loss, cost, damage, or expense (including, without limitation, attorneys' fees and expenses) with respect to Mortgagor's use or control of the Mortgaged Property and arising from: (1) Hazardous Materials Contamination; (2) the inspection or recording of a lien; (3) the incurrence of any cleanup and removal costs under any Governmental Requirements (as defined below); or (4) liability to any third party in connection with violation of any Governmental Requirements or other action by Mortgagors or their agents;

(ii) any loss of value in the Mortgaged Property as a result of any such lien, cleanup and removal costs, or any other liability incurred pursuant to (i) above; and

(iii) any liability, loss, cost damage, or expense arising from any failure or defect in title occasioned by an incident described in (i) above.

This indemnification and hold-harmless provision shall remain effective beyond termination or release of this mortgage and beyond repayment of the debt secured by this mortgage.

"Hazardous Materials" shall mean (a) any "hazardous waste" as defined by any law, including, but not limited to, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by any law, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) any substance the presence of which on the Mortgaged Property is prohibited by any Governmental Requirements (as defined below); (f) any petroleum-based products; (g) underground storage tanks; and (h) any other substance which by any Governmental Requirements requires special handling or notification of any federal, state, or local governmental entity in its collection, storage, treatment, or disposal. For purposes herein, "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, Kansas, the county where the Mortgaged Property is located, the city where the Mortgaged Property is located, or any other political subdivision in which the Mortgaged Property is located, and any other political subdivision, agency, or instrumentality exercising jurisdiction over Mortgagors or the Mortgaged Property.

"Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of the improvements, facilities, soil, groundwater, air, or other elements on or of the Mortgaged Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air, or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this mortgage) emanating from the Mortgaged Property.

18. **Governing Law.** This mortgage shall be governed by the laws of Kansas.