

of the note and/or mortgage without, as to the security or the remainder thereof, in anywise impairing or affecting the lien of this mortgage or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified, over any subordinate lien; that the holder of any subordinate lien shall have no right to terminate any lease affecting the premises whether or not such lease be subordinate to this mortgage; and that the Mortgagee may resort for the payment of the indebtedness secured hereby to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

21. That the rights of the Mortgagee arising under the clauses and covenants in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

22. That wherever used in this mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the premises", the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage," the word "note" shall mean "note or bond secured by this mortgage," the word "person" shall mean "an individual corporation, partnership or unincorporated association," and the word "premises" shall include the real estate hereinbefore described, together with all equipment, condemnation awards and any other rights or property interests at any time made subject to the lien of this mortgage by the terms hereof.

23. That this mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

24. The said Mortgagor does hereby bind itself and its successors and assigns to procure or execute any further necessary assurances of title to the said premises, and also to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns, from and against itself and its successors and assigns, and against every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

25. The Mortgagor agrees that, upon request by the noteholder in writing, it will provide to the noteholder current financial statements, not more than six (6) months old, which said financial statements shall include all the assets and liabilities, together with current operating income and expenses of the Mortgagor. In the event the property subject to this mortgage shall be sold, this covenant shall run with the land and shall be binding upon any successors or assigns of the Mortgagor.

26. That, when requested by the noteholder, Mortgagor will pay with and in addition to the monthly payments of principal and interest payable under the terms of the note, on the same day as the principal and interest installments are due and payable, a sum equal to one-twelfth of the estimated annual ground rents, taxes, hazard insurance premium and special assessments, if any, next due on the Mortgaged Premises. If the amount so paid is not sufficient to pay such ground rents, taxes, hazard insurance premium and assessments when due, then Mortgagor will deposit immediately with the noteholder an amount sufficient to pay such ground rents, taxes, hazard insurance premium and assessments. If there is a default under any of the provisions of this mortgage resulting in a sale of the Mortgaged Premises or foreclosure,