

pay for the same with any interest or penalties imposed in connection therewith.

24. That if the Mortgagor consists of more than one party, such Mortgagors shall be jointly and severally liable under any and all obligations, covenants and agreements of the Mortgagor contained herein.

25. That the rights of the Mortgagee arising under the clauses and covenants contained 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.

26. 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.

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

28. The Mortgagor will submit to the Mortgagee annual audit reports of the operation of the Mortgagor. Each such annual audit report shall be certified by a Certified Public Accountant and prepaid in accordance with standard accounting procedures and shall be rendered within ninety days after the end of the fiscal year of said corporation.

29. 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

INITIAL HERE

4328 NV-2