

if such offsets or defenses are alleged to exist, the nature thereof.

7. Notice and demand or request may be made in writing and may be served in person or by mail.

8. The Mortgagor is lawfully seized and possessed of the premises and the fixtures and personal property covered by this Mortgage and has good right to grant, transfer and assign the Mortgagor's interest in the same, and that the Mortgagor will appear and defend the title thereto in any action or proceeding affecting or purporting to affect the same or the rights of the Mortgagee hereunder, and the Mortgagor agrees to pay all reasonable costs and expenses of the Mortgagee in any such action or proceeding, together with its attorneys' fees in a reasonable sum.

9. In case of sale under foreclosure, said premises, including the personal property covered by this Mortgage, may be sold in one parcel.

10. If the Mortgagor is a corporation, it is duly organized and presently existing and this Mortgage and the obligations secured hereby were executed in accordance with the requirements of law now in effect and, if required, in accordance with any requirements of its Articles of Incorporation and by-laws and any amendments thereto.