

herein, shall not affect the guaranty or endorsement of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

Any failure by the Lender to insist upon the strict performance by the Borrower of any terms and provisions hereof shall not be deemed a waiver of any of the terms and provisions hereof. Lender, notwithstanding any such failure, shall have the right thereafter to insist upon Borrower's strict performance of the terms and provisions of the within Mortgage. Neither the Borrower nor any other person or entity now or hereafter obligated for the payment of the whole or any part of the amounts secured by this Mortgage shall be relieved of such obligation by reason of the failure of Lender to comply with any request of the Borrower or any other person or entity so obligated, to take action to foreclose this Mortgage, or otherwise to enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage. Lender may, at its sole option, resort for payment of the indebtedness secured hereby to any other security therefor pursuant to any other instrument, including but not limited to any guarantees, in such order and manner as Lender may elect.

Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of a lesser amount due or of any sum after the due date for such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to consider such failure a default hereunder.

11. Estoppel Certificates. Borrower shall, within ten days after written request from Lender, furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on, the Note, and any other sums secured hereunder, and whether any right of set off, counterclaim or other defense exists against such principal and interest or other sums.

12. Commercial Code Security Agreement. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to said Commercial

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