

18. ESTOPPEL CERTIFICATE: The Mortgagor, within three days upon request in person or within 10 days upon request by mail, will furnish a written statement duly acknowledged of the amount due on the First Mortgage or this Mortgage and whether any offsets or defenses exist against the debt secured thereby or hereby.

19. NOTICES: Notice and demand or request may be made in writing and may be served in person or by mail.

20. MORTGAGE TAX: If it shall be determined by the government authority having jurisdiction that mortgage or other taxes are due on this Mortgage or on the Note, the Mortgagor will pay the same.

21. LIEN LAW COVENANT: The Mortgagor will receive the advances hereunder subject to any trust fund provisions of the laws of this State.

22. CAPACITY OF MORTGAGOR: The Mortgagor represents and warrants to the Mortgagee that it is a duly formed and validly existing corporation and has full power, authority and legal right to execute and deliver this Mortgage, to perform and observe all of its covenants and obligations hereunder and to carry out the transactions contemplated thereby and that this Mortgage has been duly authorized, executed and delivered by the Mortgagor and is a legal, valid and binding obligation of the Mortgagor enforceable against the Mortgagor in accordance with its terms.

23. MISCELLANEOUS: This Mortgage may not be waived, changed or discharged orally, but only by an agreement in writing signed by the Mortgagee. As used herein, the singular shall include the plural as the context requires. The covenants, obligations and warranties hereunder shall run with the land and bind the Mortgagor, its successors and assigns and all subsequent owners, encumbrancers, tenants, subtenants and occupants of the Mortgaged Property and shall inure to the benefit of the Mortgagee, its successors and assigns and all subsequent holders of this Mortgage. The paragraph captions used herein are for convenience of reference only and shall not be deemed to be a part of this Mortgage for any other purpose.

24. RELEASE OF MORTGAGED PROPERTY: Provided Mortgagor is not in default hereunder, Mortgagee agrees to

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