

the assets encumbered hereby or by any other security document or instrument securing the Note or to proceed against any guarantor of such indebtedness, or to pursue any other remedy available to Mortgagee in any particular manner or order under the legal or equitable doctrine or principle of marshalling and/or suretyship and further agrees that Mortgagee may proceed against any or all of the assets encumbered hereby or by any other security document or instrument securing the Note in the event of default and, after the expiration of any applicable grace period following notice, in such order and manner as Mortgagee in its sole discretion may determine. Any Mortgagor that has signed this Mortgage as a surety or accommodation party, or that has subjected its property to this Mortgage to secure the indebtedness of another hereby expressly waives the benefits of the provisions of Arizona Revised Statutes §12-1641 et seq., or any similar statute limiting the liability of a surety, and waives any defense arising by reason of any disability or other defense of Mortgagor or by reason of the cessation from any cause whatsoever of the liability of Mortgagor, and waives the benefit of any statutes of limitation affecting the enforcement hereof.

C(4) Mortgagor agrees to execute and deliver to Mortgagee, upon demand, any additional instruments or security documents necessary to secure to Mortgagee any right or interest granted to Mortgagee by this Mortgage. In any event any rights, easements or other hereditaments shall hereafter become appurtenant to the Mortgaged Property, Mortgagor shall deliver to Mortgagee a supplemental mortgage or mortgages in form approved by Mortgagee covering such rights and interest.

C(5) Mortgagor shall have the right to inspect the Mortgaged Property at all reasonable times.

C(6) Time is of the essence hereof. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Mortgagee" shall include not only the original Mortgagee hereunder but also any future owner and holder, including pledgees, of the Note. The provisions hereof shall apply to the parties according to the context thereof and without regard to the number or gender of words or expressions used.

C(7) The right to plead any and all statutes of limitations as a defense to any obligation secured by this Mortgage is hereby waived to the extent permitted by applicable law.

C(8) This Mortgage cannot be changed except by agreement, in writing, signed by Mortgagor and Mortgagee.

C(9) The liability of each person or party signing this Mortgage as Mortgagor shall be joint and several.

C(10) No offset or claim that Mortgagor now or may in the future have against Mortgagee shall relieve Mortgagor from paying installments or performing any other obligation herein or secured hereby.

C(11) The undersigned Mortgagor will, upon request of the Mortgagee, promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage or in the execution or acknowledgement hereof, and will execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or as may be reasonably requested by the Mortgagee to carry out more effectively the purposes of this Mortgage, to subject to the lien and security interest hereby created any of Mortgagor's properties, rights or interest covered or intended to be covered hereby, and to perfect and maintain such lien and security interest.

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