

secured hereby; the Mortgagor further agrees to pay such sums to the Mortgagee immediately and without demand or notice, together with interest from the date or dates of each disbursements at the rate provided in the note.

23. That the Mortgagee shall have the right to modify or extend the time for payment of the note which this mortgage is given to secure and the lien of this instrument shall remain in full force and effect and have priority over all third-party claims and subsequent lienholders.

24. The Mortgagor shall not remove, demolish or alter the design or structural character of any building now or hereafter erected upon the premises unless the Mortgagee shall first consent thereto in writing. The Mortgagor shall at all times during the term of this mortgage comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises and will not suffer or permit any violation thereof, including, but not limited to, all applicable zoning, building or other governmental laws and requirements. The Mortgagor shall obtain and at all times keep in full force and effect all governmental and municipal approvals as may be necessary to comply with all environmental, ecological, safety, licensing and other governmental requirements relating to the mortgaged premises and the occupancy thereof as such requirements may exist from time to time during the term hereof. If the indebtedness secured hereby is now or hereafter further secured by security agreements, pledges, contracts of guaranty, assignments of leases or rentals or other security, the Mortgagee may, at its option, exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine. Without affecting the liability of the Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of the Mortgagee with respect to any security not expressly released in writing, the Mortgagee may, at any time and from time to time either before or after maturity of said note and without notice or consent, release any person liable for payment of all or any part of the indebtedness, accept additional security of any kind, release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

25. It is further covenanted and agreed that all installments of principal and interest are payable in lawful money of the United States of America, and all sums in default hereunder shall bear interest from the date of default at the rate designated in the note.

26. That the Mortgagee may from time to time require, at its option, that any present or future tenants or lessees of the Mortgagor of the whole or any portion of the mortgaged premises shall execute along with the Mortgagor such subordination, attornment and nondisturbance agreements in substance and form satisfactory to the Mortgagee, at the Mortgagor's expense.

27. The filing of any voluntary petition by the Mortgagor under the National Bankruptcy Act or any state insolvency law or the impairment, limitation or modification of the liability of the Mortgagor or the estate of the Mortgagor in bankruptcy or of any remedy for the enforcement of said Mortgagor's liability under this mortgage resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute or from the decision of any court, the rejection or disaffirmance of the mortgage in any such proceedings shall be and constitute a default at the option of the Mortgagee of the terms and conditions of this mortgage.

28. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

29. The Mortgagor represents and warrants as an inducement to obtain the loan proceeds which this Mortgage secures that no part of the same have been