

(b) Failure by Borrower or Mortgagor to duly observe or perform any other covenant, condition or agreement of this Mortgage, the Loan Agreement, the Guaranty or any other document evidencing and/or securing the indebtedness secured hereby;

(c) The voluntary or involuntary sale, assignment or transfer of all or part of the real estate, without the prior written consent of the Mortgagee;

(d) If any representation or warranty made in writing by the Mortgagor in connection herewith shall prove to have been false or incorrect in any material respect at the time it was made;

(e) Termination of the Loan Agreement by either party thereto for any reason as therein provided; and

(f) Any event of default as set forth in the Loan Agreement, or any other document given in connection therewith. All such events of default are incorporated into the within Mortgage by reference and made a part hereof.

12. If an event of default shall have occurred, then the whole unpaid principal sum of the indebtedness secured hereby with interest accrued thereon shall, at the option of Mortgagee, become due and payable without notice or demand, time being of the essence of this Mortgage; and no omission on the part of the Mortgagee to exercise such option when entitled so to do shall be considered as a waiver of such right.

13. It is agreed that if there shall be any default hereunder, then it shall be lawful for Mortgagee to proceed with collection, suit, action or foreclosure.

14. It is agreed that in the event the debt secured by this Mortgage, or any part thereof, is collected by suit or action, or this Mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action, or foreclosure, or in the event of the foreclosure of any mortgage, prior or subsequent to this Mortgage, in which proceeding the Mortgagee is made a party, or in the event of the bankruptcy of Mortgagor, or an assignment by Mortgagor for the benefit of creditors, the Mortgagor, its successors and assigns, shall be chargeable with all costs of collection, including reasonable attorneys' fees, which shall be due and payable at once; which charges and fees, together with all costs and expenses, shall be secured by this Mortgage and may be recovered in any suit or action hereupon or hereunder.

15. It is agreed that the Loan Agreement and the Guaranty are incorporated by reference herein and that default under the Loan Agreement or the Guaranty may, at the option of the Mortgagee, be deemed a default under the terms of this Mortgage, and in the event of any inconsistencies between the terms of the within Mortgage and the terms of the Loan Agreement or the Guaranty, the terms of the Loan Agreement or the Guaranty, as the case may be, shall govern and prevail.

16. Mortgagor hereby waives any and all right it has to redeem the real estate after foreclosure or to claim a homestead exemption with respect to the real estate.