

3. Mortgagee and its designated representatives shall have the right to enter upon and inspect said real property and the improvements thereon at all reasonable time without notice.

4. Mortgagee may release the obligation of anyone at any time liable for any of the indebtedness secured hereby or any part of the security held for the indebtedness without, as to the security of the remainder thereof, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien, and Mortgagee may resort for the payment of the indebtedness secured hereby to any person liable therefor or any other security therefor held by or for the benefit of Mortgagee in such order and manner as Mortgagee may elect.

5. The rights and remedies arising under and contained in this Mortgage, the Guaranty and the Notes shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; all remedies arising under or contained in this Mortgage shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute.

6. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, or the acceptance by Mortgagee of partial payments hereunder, shall not be a waiver of or preclude the exercise of any right or remedy hereunder; nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Mortgagee may, by written acknowledgment to Mortgagor, rescind any acceleration of maturity hereunder, but the tender and acceptance of partial payments alone shall not in any way effect or rescind such acceleration.

7. Should the proceeds of the loans made by NCNB and Security Pacific to the Company, the repayment of which is hereby indirectly secured, or any part thereof, or any amount paid out or advanced by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon said property, or any part thereof, then Mortgagee shall be subrogated to such other liens or encumbrances and to any additional security held by the holder thereof and shall have the benefit of the priority of all of the same.

8. If any term or provision of this Mortgage or any application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage, or the application of such term or provision to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

