

principal and interest then owing on the above-described Promissory Note and describing any offsets or defenses which may then exist against the indebtedness secured hereby.

20. Rights Under Other Agreements. That if the indebtedness secured hereby is now or hereafter further secured by any other agreement of any nature whatsoever (whether pertaining to real or personal property) and there exists any default by Borrower under the provisions of this Mortgage or of any such agreement, Lender may, at its option, enforce any one or more of such agreements as well as this Mortgage, either concurrently or independently and in such order as it may determine, and may apply the proceeds received therefrom against such indebtedness without waiving or affecting the breach or default or any other right or power whether contained herein or exercised hereunder or whether contained in or exercised under any other such agreement.

21. Gender; Titles. That pronouns of any gender shall include the other genders, and either the singular or plural shall include the other as the identification of Borrower requires; and that the term "Lender" shall include any subsequent holder of the indebtedness secured hereby; that the titles of the paragraphs hereof are for reference purposes only and do not constitute part of this Mortgage.

22. Partial Unenforceability. That if any term or provision of this Mortgage or the application thereof to any person or circumstance shall, to any extent, be invalid, unenforceable or inapplicable, the remainder of this Mortgage, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, unenforceable or inapplicable shall not be affected thereby, and each term and provision of this Mortgage shall be valid and enforced to the fullest extent permitted by law.

23. Time of Essence. That time is of the essence hereof.

24. Partial Release. Provided Borrower is not in default hereunder, Borrower shall be entitled to release of portions of the Property as provided in the Loan Agreement; provided, however, that the lien of this Mortgage shall not be fully released until such time as the Additional Interest as set forth in the Loan Agreement has been paid in full.

25. Benefit. That the covenants contained herein shall bind, and the benefits and advantages contained herein, shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of Borrower and Lender.

26. Borrower not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successor and interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

27. Notice. Except for any notice required under applicable law to be given in another manner, any notice provided for in this Mortgage shall be deemed to have given by one party to the other upon mailing such notice by certified mail, return receipt requested, to the opposite party at such address as is designated in this Mortgage or at such subsequent address as may be provided by one party to the other in accordance with the provisions with this paragraph. Any notice provided for in this Mortgage shall be deemed to have given upon depositing of the same in the United States mails in the manner designated herein.

28. Continuity of Ownership. There shall be no change in the directors or officers of Borrower during the term of the indebtedness secured hereby, without the prior written consent of Lender or its assigns.

29. Additional Payments for Taxes and Insurance. That, subject to the limitations of applicable law, if requested by Lender, together with and in addition to each monthly installment payable under the terms of the above-described Promissory Note, Borrower will pay to Lender a sum equal to the