

(b) All notices, elections or demands required or permitted hereunder shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, or by Federal Express or other expedited courier service, to the other party hereto at its address below stated or such other address as either of them may designate from time to time by notice to the other in the manner herein set forth. The date which is three days after the deposit with the United States Postal Service, if mailed, or the date which is one day after deposit with Federal Express or other expedited courier service, as the case may be, shall be the effective date of such notice, election or demand.

The address of Mortgagee is: Middleton General Partnership
c/o CFS Financial Corp.
324 South State Street
Salt Lake City, Utah 84111
Attention: Mr. Charles D. DeLoney

With a copy to: Sanford H. Zatzoff, Esq.
Holt, Ney, Zatzoff & Wasserman
100 Galleria Parkway
Suite 600
Atlanta, Georgia 30339

The address of Mortgagor is: National Select Placement -
XXII Limited Partnership
c/o National Development and
Investment, Inc.
13555 Bishop's Court
Brookfield, Wisconsin 53005
Attention: President

With copies to: Michael J. Lund, Esq.
Frisch, Dudek, & Slattery, Ltd.
825 North Jefferson
Milwaukee, Wisconsin 53202

and

Jeffrey P. Aiken, Esq.
c/o National Development and
Investment, Inc.
13555 Bishop's Court
Brookfield, Wisconsin 53005
Attention: Legal Department

(c) Whenever in this Mortgage the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person or persons entitled to receive such notice.

(d) All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagor and the successors and assigns of Mortgagee.

(e) This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same mortgage.

(f) Mortgagor hereby represents and declares that the Premises forms no part of any property owned, used or claimed by Mortgagor as exempted from forced sale under the laws of the State of South Carolina, and disclaims, waives and renounces all and every claim to exemption under any homestead exemption law or other laws.