

17.7.2 Mortgagor agrees to submit, or cause to be submitted, to Mortgagee within thirty (30) days after December 31 of each calendar year after the date hereof, without further request from Mortgagee, and within ten (10) days after any written request by Mortgagee for the same, a sworn, notarized certificate signed by Mortgagor, or the general partners or shareholders of Mortgagor, as the case may be, stating whether (i) the Property encumbered by this Mortgage or any part thereof has been conveyed, transferred, assigned, sold, or leased or the like and (ii) there has been any change in the shareholders or general partners of Mortgagor;

17.8 Commencement of any action or proceeding to foreclose any lien upon the Property, or any part thereof, other than the interest created by this Mortgage, in which said lien is not cancelled or removed of record within thirty (30) days of its creation; or

17.9 Any representation or warranty of Mortgagor contained in this Mortgage shall prove to be in any material respect incorrect or untrue.

17.10 Unless otherwise provided in this Mortgage, failure to perform any act required of Mortgagor under the terms of this Mortgage shall not be a default that will entitle Mortgagee to foreclose this Mortgage until Mortgagee has first given fifteen (15) days' notice of said default to Mortgagor, during which period Mortgagor will have an opportunity to cure said default.

18. Upon the occurrence of any such default or Event of Default, which has not been timely cured after any notice to Mortgagor required by the terms of this Mortgage, Mortgagee shall have all of the following remedies in addition to any other remedies provided by law, all of which may be pursued simultaneously or in whichever order Mortgagee shall determine:

18.1 Mortgagee may cure the default, and the cost thereof, with interest at the Default Rate, shall immediately be due from Mortgagor to Mortgagee and secured by this Mortgage and for the purpose of curing any such default, Mortgagee may appear in any appropriate proceeding and retain counsel therein and take such action therein in either the name of Mortgagor or the name of Mortgagee as Mortgagee deems advisable, and in settling any such proceeding or in bringing about the release, discharge, satisfaction or settlement of any claim, Mortgagee shall, as between Mortgagee and Mortgagor be the sole judge of the legality, validity and priority thereof and of the amount to be paid to effect any such settlement, release, discharge or satisfaction, and the cost thereof, including reasonable fees of counsel selected by Mortgagee, together with interest at the Default Rate, shall immediately be due and payable to Mortgagee from Mortgagor and shall be secured by this Mortgage.

18.2 Mortgagee, at its option, may by written notice to Mortgagor, declare the principal of the Note hereby secured and then outstanding to be due and payable immediately, and upon such declaration, the said principal, so declared to be due and payable, together with the interest accrued thereon, postponed interest and interest at the Default Rate and together with any other sums secured hereby, shall become and be due and payable immediately, anything in this Mortgage or in the Note to the contrary notwithstanding.

18.3 Mortgagee may exercise all of its rights and remedies as provided in the instruments evidencing and securing the indebtedness and under law, and may prosecute the same to judgment, execution and sale, for the collection of said sum, and interest thereon, postponed interest, and interest at the Default Rate together with all charges,

O. S. I. I. O.

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