

shall not be liable to Mortgagor for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of Mortgagee. Mortgagor shall deliver to Mortgagee upon demand any part of the Mortgaged Property which is personal property, and all books and records concerning the Mortgaged Property. Mortgagor shall reimburse Mortgagee for any expenses incurred by Mortgagee in taking possession of, managing and operating the Mortgaged Property pursuant hereto or to related provisions of other instruments given to secure the Note prior to foreclosure, and the liability of Mortgagor in this respect shall be part of the indebtedness secured hereby.

(20) Mortgagor as Purchaser. Mortgagee may bid and become the purchaser of all or any part of the Mortgaged Property at any foreclosure sale hereunder.

(21) Other Remedies. Mortgagee may exercise any and all other rights, remedies and recourses granted under the loan instruments now or hereafter existing in equity or at law for the protection and preservation of the Mortgaged Property.

(22) Release of Mortgage. If Mortgagor shall pay the indebtedness secured hereby in full and perform faithfully each of the covenants and agreements herein contained, then, and only then, this Mortgage shall become null and void and shall be released in due form, at Mortgagor's expense; otherwise it shall remain in full force and effect. No release of this conveyance or the lien, security interest or assignment created and evidenced hereby, shall be valid unless executed by Mortgagee.

(23) Notice. Any notice that is required or permitted to be given to Mortgagor shall be deemed to be given if in writing, properly posted, addressed to Mortgagor at Mortgagor's business address as stated above, when deposited in the United States Postal Service, certified mail, return receipt requested.

(24) Mortgagee's Statements. Mortgagor hereby agrees, in its behalf and in behalf of its heirs, executors, administrators, successors, personal representatives and assigns, that any and all statements of fact or other recitals made in any deed of conveyance given pursuant to any foreclosure sale hereunder, with respect to the identity of Mortgagee, or with respect to the occurrence or existence of any default, or with respect to the acceleration of the maturity of any indebtedness secured hereby, or with respect to the sale, the notice of sale, the giving of notice to all debtors legally entitled thereto, the time, place, terms, and manner of sale, and receipt, distribution, and application of the money realized therefrom, or with respect to the giving of notice to all debtors legally entitled thereto, and, without being limited by the foregoing, with respect to any other act or thing having been duly done by the Mortgagee, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted.

(25) Subsequent Easements, Etc. The purchaser at any foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract hereafter made, without the express written consent of Mortgagee or in violation of any provision of this Mortgage, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement and rental or lease contract.

(26) Partial Release and Additional Security. Any part of the Mortgaged Property may be released by the Mortgagee without affecting the lien, security interest and assignment hereof against the remainder. The lien, security interest and other rights granted hereby shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. The