

10. Mortgagor and TIG Not Released. Extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Mortgagor or TIG shall not operate to release, in any manner, the liability of original Mortgagor and TIG and their successors in 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 original Mortgagor or TIG or their successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender, TIG and Mortgagor subject to the provisions of paragraph 17 hereof. All covenants and agreements of Mortgagor and TIG shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Mortgagor or TIG, provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to them at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to them in the manner prescribed by applicable law. Any notice provided for in this Mortgage shall be deemed to have been given to them when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict

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