

(c) The address of the secured party ("Mortgagee") from which information may be obtained is set forth in the first paragraph of this instrument.

(d) The mailing address of the debtor ("Mortgagor") is set forth in the first paragraph of this instrument.

(e) A description of the collateral is set forth in Article I hereof.

(f) A legal description of the real estate to which the collateral is or may become fixed is set forth in Exhibit "A" hereto.

6.3 Waiver or Release. Mortgagee may, by instrument in writing:

(a) Consent to the doing of any act prohibited hereby, or to the omission of any act required hereby.

(b) Release from the operation hereof any part of the Mortgaged Property or any other property or rights held as security for the Secured Indebtedness.

(c) Grant any extension, modification or partial forgiveness of the Secured Indebtedness.

No such consent, release or modification shall have any effect beyond its express terms.

6.4 No Implied Waiver. No failure of Mortgagee to declare any default or to exercise any right or remedy herein provided in any one or more instances or for any period of time, and no acquiescence in, or acceptance by Mortgagee of, any late or defective notice or performance hereunder shall be deemed a waiver of any provision hereof. Notwithstanding any such acquiescence or indulgence, Mortgagee shall at all times have the right, without any prior notice to or demand upon any person, to require strict performance of each and every term and provision hereof. At any time when any event of default is continuing hereunder, Mortgagee may, without any prior notice to Mortgagor or any other person except such notice as may be herein otherwise required, exercise any right or remedy of Mortgagee arising by reason of such default, notwithstanding the length of time such event of default has been continuing, or the occurrence in the past of similar events or events of default for which no remedy has been invoked.

6.5 Security Not Affected by Other Security. The liens provided for herein shall not affect nor be affected by any other security or guaranty now or hereafter existing with respect to the Secured Indebtedness or any part thereof, nor shall they be affected by the release of any such other security or guaranty.

6.6 Waiver of Certain Provisions of Law. Mortgagor hereby expressly waives, to the maximum extent permitted by law, any of the following rights: Notice of intention to accelerate, notice of acceleration, demand prior to acceleration or prior to foreclosure, presentment, protest, notice of protest, marshalling of assets, appraisal, stay, redemption or foreclosure in any particular order.

6.7 Usurious Interest Prohibited. Notwithstanding any provision to the contrary contained in this Agreement or in any of the other Loan Documents, it is expressly provided that in no case or event whatsoever shall the aggregate of (i) all interest on the unpaid balance of the Note, accrued or paid from the date hereof and (ii) the aggregate of any other amounts accrued or paid pursuant to this Mortgage or any of the other Loan Documents, which under applicable laws are or may be deemed to constitute interest upon the Secured Indebtedness, ever exceed the maximum rate of interest which could lawfully be contracted for, charged or received on the unpaid principal balance thereof. In this connection, it is expressly stipulated and agreed that it is the intent of Mortgagor and the Mortgagee to contract in strict compliance with the applicable usury laws from time to time