

in accordance with Brewster and Lester's written contract of April 10, 1946. Brewster supplied the services previously in the manner provided under paragraph 2 hereof.

Any amounts retained by Lender pursuant to the paragraph above, after deduction of all taxes and other amounts required by law to be paid by Borrower to Lender, shall be applied by Lender to the payment of principal and interest accrued by Borrower to Lender to the date of payment, and no interest shall be paid upon such amounts retained by Lender to Borrower requesting payment thereof, and shall be derived from the estimate of the amount of the amounts payable from time to time on outstanding principal under the Note unless otherwise directed by such person in accordance with applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or liability in so doing.

2. Inspections. Lender may make or cause to be made reasonable written entries upon and inspections of the Property, and Lender shall give Borrower notice prior to any such inspection specifying reasonably accurate dates for such inspections.

4. Compensation. The proceeds of any award, made for damages, direct or consequential, arising from the sale, removal, demolition or other taking of the Property, or part thereof, by the authority of law, shall be retained by the City of Toledo, Ohio.

In the event of a tie at the end of the Period, the result shall be decided by the score recorded by the Match Referee.

In the event of a general taking of the Project, the proceeds of such a disposition shall be distributed by the Project Manager to the Borrower and Lender. The same rules as are applicable to Borrower. In the event of a partial taking of the Project and a Borrower and Lender, the same rules as are writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to the proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Project immediately prior to the date of taking with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, and after notice by Lender to Borrower that the Lender has the right to make a final or settle account for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender may proceed to collect and apply the proceeds at Lender's option either to the return or repair of the Property or to the sum secured by this Mortgage.

Unless Leader and Board are otherwise advised in writing, no such application or procedure by principal shall be deemed to have been filed until the day after the date on which the application or procedure was filed.

10. BORROWER NOT RELEASED. Payment at the time for payment in full of all amounts due under this Note shall not release the Borrower from liability to the Mortgagee granted by Lender to any successor in interest to Borrower's right to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise limit the recovery of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. FORFEITURE BY LENDER NOT A WAIVER. Any failure by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be construed to constitute the exercise of any such right or remedy. The procedure used, for instance, in the payment of taxes or other bills 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. REINFORCEMENTS. All remedies provided in the Mortgage are distinct and cumulative so that either right or remedy under the Mortgage is afforded by law of equity, and may be exercised concurrently, independently or successively.

18. Successors and Assigns. **Bender and Sennett Insurance Company.** The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Bender and Sennett, and all other persons mentioned in this instrument.

the provisions of paragraph 17 below. All covenants and agreements in this instrument shall be strict and several. The covenants and headings of the paragraphs of this Mortgage are for convenience only and are not to be used as categories defining the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, all notices to the sole Person provided for in this Agreement shall be given by sending such notice by certified mail addressed to Person at the Person's address or to such other address as Person may designate in writing to Leader as provided herein; and all notices to Leader shall be given by certified mail, return receipt requested, to Leader's address stated herein, and such other address as Leader may designate by written notice.

Notice to Borrower as provided below. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower at Lender when given in the manner designated below.

26. **Domino's Copy.** Borrower shall be furnished a certified copy of the Note and of this Mortgage at the time of recording or before.

17. Transfer of the Property. Assignment. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any household interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage shall bear at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall send Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of no less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Non-Uniform Contracts. Partner and Justice further say that and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further covenants and agree as follows:

18. Acceleration, Payments. Except as provided in paragraph 17 hereof upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due the sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the time required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Lender of the right to repossess after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to accelerate and foreclose. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of the action, including, but not limited to, reasonable attorney's fees and costs of documentation evidence, transcripts and title reports. All amounts so collected shall be disbursed by the Lender.

11. Bidders' Right to Receive A Final Binding Tender's Acknowledgment. At the time set forth in the Maryland Project, each bidder shall receive a copy of the final binding tender of the other bidders for the Maryland Project.