

and the number of hours spent in the field. The results of the study are presented in the following section.

Any amounts advanced by Lender pursuant to the provisions of this Section 7.1 shall bear interest at the rate of 1% per month, or the equivalent by the Month. Unless otherwise and expressly stated, the term "Month" as used herein means the period of one month from Lender to Borrower, beginning payment thereon, and such interest shall be calculated on the basis of the available funds for a time in extending principal under the Note unless payment is received by Lender prior to the date on which applicable law, in which event such amounts shall bear interest at the higher rate per month or the rate of 1% per month, whichever is greater.

**3. Inspection.** Seller may make or cause to be made a suitable written report of his inspection of the Property, which Report shall give Buyer notice of the present state and prospect of operating the same as then existing. Seller may make such inspection at any time during the term of this Agreement.

**6. Consequential. The proceeds of any award or claim for damages, direct or indirect, arising out of the termination or other taking of the Property, except those set forth above, shall be determined by the arbitrator in accordance with the following:**

In the event of a total taking of the Property, the proceeds shall be applied to the costs incurred by the MHC in selling the same at any public auction. In the event of a partial taking of the Property, unless otherwise provided herein, one or

If the Property is abandoned by Bum will be sold at auction by Bum or that the committee shall make such arrangements as they may see fit.

lender or settle a claim for damages. If a minor fails to respond to a lender within 30 days after the due date is passed, the lender is authorized to collect and apply the proceeds of lender's option, either to meet the unpaid amount of the principal due to the lender by this Mortgagor.

Interest accrued and unpaid thereon shall be charged at such rate as the principal shall direct, or, if less, at the due date, at the monthly installments rate and at 1½% per month above the same, whichever is the greater.

10. Non-Borrower Not Indebted. It is understood the time or payment of principal or interest on the Note secured by this Mortgage granted by Lender to any successor in interest, if it is not due and payable at release, or any transfer, the liability of the original Borrower and Beneficiary's success to in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any extension of the time secured by this Mortgage by reason of any demand made by the original Borrower and Beneficiary's success to in interest.

**11. FORFEITURE BY LEVY OR A WRIT.** Any forfeiture by Lender in exercising any right or remedy hereunder otherwise afforded by applicable law, shall not be a waiver, but shall preclude the exercise of any such right or remedy. The proceeds of forfeiture or the payment of taxes or other fees 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. Payment Conditions.** All monies payable at the Maturity are distinct and conclusive when due under the Mortgage or rendered by law or equity, and may be enforced separately, independently of each other.

**13. Succession and Accession Powers; Joint and Several Liabilities; Company.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the benefit of successors and assigns of Lender and Borrower, without the prior written consent of paragraph 17 hereto. All covenants and agreements of Borrower shall be joint and several. The covenants and agreements of the paragraphs of the Mortgage are for convenience only and do not intend to affect or detract from the provisions herein.

14. Notice. Except for any notice required under applicable law to be given in another manner, all notices to Borrower provided for in this Mortgage shall be given by mailing such notices certified mail addressed to Borrower at the Borrower's address or such other address as Borrower may designate by notice to Lender as provided herein, and all notices to Lender shall be given by certified mail return receipt requested to Lender's address stated herein or to such other address as Lender may designate notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**18. Usurpation Mortgagor, Conveyance, Law, Satisfaction.** The term "usurpation" shall be construed to mean a seizure by violence or by fraud or by any other means which deprives the owner of his property. The Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of clause 18 of the Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage or the Note which can be given effect without the conflicting provision, and in this case the provisions of the Mortgage and the Note are declared to be severable.

**10. Drawings.** Copy or other shall be furnished at the time of the **Notice** and at the **Meeting** at the time of the **Subscription**, after reserving a copy.

**17. Transfer of the Property. Assignment.** It is a key part of the Property that it cannot therefrom be sold or transferred by Borrower without Lender's prior written consent, excepting (i) the creation of a bona fide undivided subordinate to the Mortgage, (ii) the creation of a franchise under security interest for household appliances, (iii) a transfer by devise, descent or operation of law upon the death of a joint tenant, (iv) in the event of any leasehold 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 prior to the date of transfer. Lender and the person to whom the Property is to be sold or transferred each covenant in writing that the credit of such person is satisfactory to Lender and that the interest possible in the sums secured by the 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 the Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall demand Borrower release of acceleration in accordance with paragraph 16 hereof. Such notice shall provide a period of at least ten (10) days from the date the notice is mailed until which time Lender 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, if Borrower may be so remedies permitted by paragraph 16 hereof.

No phylogenetic analysis was carried out under a strict parsimony criterion.

**15. Acceleration Payments.** Except as provided in paragraph 17, hereinafter referred to as "acceleration payment", if Breach of this Mortgage, including the consequences of which due and payable under this Mortgage, Lender may accelerate shall make notice to Borrower as provided in paragraph 14 hereof specifying the date on which such acceleration shall commence, by which date the amount of each such acceleration payment, by which such breach is remedied, and (ii) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the entire debt under this Mortgage, including principal and interest of the principal, the accrued interest, and all other amounts due under this Mortgage and the right to convert to foreclosure prior to the date of acceleration, in addition to the right to require payment of all costs and expenses of acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice of acceleration, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable without notice or demand, and sue for the recovery of the same, including interest thereon and all other expenses of collection and attorney's fees.

10. Returns them to Person. Noticing that he has not yet come to the door, May 10, 1910.