

or any part of or interest in the Property, which approval may not be unreasonably withheld.

In no event, however, unless Lender agrees in writing, shall any sale, assignment, or transfer or assumption by a transferee relieve Borrower of any obligations, covenants, or agreements under the terms of the Note, the within Mortgage, or any instrument securing the Note.

28. Notice. Except as otherwise provided by law, any notice required to be given shall be in writing sent by prepaid mail, registered or certified, return receipt requested, to the address of the party to be notified as stated above, or to such other address as the respective parties may designate by notice to the other as provided herein. Any such notice shall be effective as of the date of mailing in conformance with the terms of this provision. If Borrower consists of more than one person or entity, notice to one at the address stated above shall be notice to all such persons or entities.

29. Binding Effect; Joint and Several Liability; Definitions; Captions. The within Mortgage shall be binding upon and inure to the benefit of the Lender and Borrower and their respective heirs, successors and assigns, subject to paragraph 27 hereof.

If Borrower consists of more than one person or entity, all such persons or entities shall be jointly and severally liable under the terms and conditions of the within Mortgage.

Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others. The term "Borrower" shall mean the Borrower and any subsequent owner or owners of the Property. The term "Mortgage" shall include the terms and provisions of the within instrument, including but not limited to, the provisions for assignment of leases and commercial code security agreement.

The captions in the within Mortgage are for convenience only and shall not be deemed to be part of this Mortgage or construed as in any manner limiting the terms and provisions of this Mortgage to which they relate.

30. Amendments. Except as otherwise provided, the within Mortgage shall not be amended, modified, or changed except in writing with the same formalities as the within Mortgage, signed by the party against whom enforcement of the amendment, modification, or change is sought.

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