

matured or to mature in the future, or on any money obligations payable hereunder, as and in such manner as Mortgagee may elect, including application of proceeds against installments under the Note in inverse order of their maturity. Mortgagee shall not be, in any event or circumstance, required to collect any such sums or be liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

8. **FORBEARANCE BY MORTGAGEE NOT A WAIVER; EXTENSIONS:** Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise affordable by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. No acceptance of the performance of any obligations as to which Mortgagor shall be in default shall be construed as a waiver of the same or any other default then, theretofore or thereafter existing. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

Mortgagee may make any extension or extensions of the time of payment or modification of amortization of the sums secured hereby, and Mortgagee may release any part of the Property from the lien created by this Mortgage without altering or affecting the priority of such lien in favor of any encumbrancer, mortgagee or purchaser, or any other person acquiring an interest in the Property, or any part thereof. It is the intention of the parties hereto to preserve the priority of the lien on the Property created hereby against all liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this Mortgage notwithstanding any such extension of the time of payment, or the release of a portion of the Property from this lien.

9. **MORTGAGOR NOT RELEASED:** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the Mortgagor and Mortgagor's successors in interest. Mortgagee 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 the Mortgagor and Mortgagor's successor in interest.

10. **EVENTS OF DEFAULT:** On the occurrence of any "event of default" (said event of default being hereinafter defined and enumerated), the Mortgagee, at its sole election (Mortgagor hereby expressly waiving presentment and demand for payment), may declare the unpaid principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured to be immediately due and payable.

Each of the following events constitutes an "Event of Default:"

(a) A failure of Mortgagor to pay any installment of principal or interest on the Note or notes secured hereby, or any renewal or extension thereof, at the time and place specified.

(b) Termination of the Loan Agreement pursuant to which the Note was executed or failure by Mortgagor or Mortgagor's lessee of the Property, if any, to perform or to comply with any of the obligations imposed by this Mortgage or any other agreement or undertaking of Mortgagor or Mortgagor's lessee, if any, securing or related to the Note.

(c) A failure by Mortgagor to pay any obligation, whether direct or contingent, for borrowed money, or to perform or observe the terms of any instrument pursuant to which such obligation was created or secured, except when such obligation is being contested by Mortgagor in good faith.

(d) Any warranty, representation or statement made or furnished to Mortgagee by or on behalf of Mortgagor in connection with this Mortgage or to induce Mortgagee to make a loan to Mortgagor proving to have been false in any material respect when made or furnished.

(e) Loss, theft, substantial damage, destruction, abandonment, sale or encumbrance to or of any of the Property, or the making of any levy, seizure, or attachment thereof or thereon.