

WITH RESPECT TO FORBEARANCE AND TO
RELEASES AND SUBORDINATION OF SECURITY:

That no release of any other obligor or of Mortgagor's successors in title from liability on the loan; no release of any portion of the security property; no subordination of the lien of this mortgage; no forbearance on the part of Mortgagee to collect on the loan; no waiver of any right granted or remedy available to Mortgagee; and no action taken or not taken by Mortgagee shall in any way diminish Mortgagor's obligations to Mortgagee or have the effect of releasing or discharging Mortgagor, or any successor to Mortgagor, from their respective obligations to Mortgagee hereunder, under the promissory note hereby secured, or under any other document evidencing or securing Mortgagor's indebtedness to Mortgagee.

WITH RESPECT TO MORTGAGEE'S RIGHT TO ACCELERATE
THE MATURITY DATE OF THE SECURED INDEBTEDNESS:

That, notwithstanding provisions herein and in the promissory note establishing a later maturity date for the indebtedness hereby secured, upon compliance by Mortgagee with the preconditions therefor set out in said promissory note, Mortgagee shall have the right and option for any reason to declare the secured indebtedness due and payable at an earlier date, but said option to give notice of acceleration may not be exercised by Mortgagee prior to the fourteenth anniversary of the date of this mortgage.

WITH RESPECT TO ACCEPTANCE BY
MORTGAGEE OF PARTIAL PERFORMANCE:

That no acceptance or approval by Mortgagee of any payment or payments by Mortgagor, or by any third party for the account of Mortgagor, in any amount or amounts less than sufficient to satisfy in full all monetary obligations due by Mortgagor to Mortgagee (or to any third party for preservation of the security or of the lien hereof) as of the date of payment thereof shall be deemed to constitute satisfaction of such obligations, or any of them, or to cure any default occasioned by Mortgagor's failure to fully satisfy its said obligations or to constitute a waiver by Mortgagee of the default or of its right to accelerate the maturity date of the secured indebtedness and to avail itself of all remedies granted or reserved to Mortgagee in the event of such default, nor shall Mortgagee's failure to discover Mortgagor's non-performance or partial performance of non-monetary obligations, or to require immediate curative action in the event of such non-performance or partial performance, be deemed or construed to be an acceptance by Mortgagee of said non-performance or partial performance or be deemed to cure the default occasioned thereby or be held to constitute a waiver by Mortgagee of its right to accelerate the maturity date of the secured indebtedness or to deprive Mortgagee of any remedy granted or reserved.

WITH RESPECT TO INVALIDITY OF CERTAIN
MORTGAGE PROVISIONS:

If any term, restriction or covenant of this mortgage is deemed or held to be invalid or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any