

10. The provisions of the Loan Documents and this Agreement shall inure to the benefit of FMI and its successors, legal representatives and assigns as set forth in section 1.7.

11. The Mortgage shall further secure any loan agreement, UCC Financing Statements, conditional assignment of rents and security agreements executed by the Mortgagor or its predecessor in title which are presently for the benefit of FMI affecting the Property, as more particularly set forth in Exhibit "A" attached hereto.

12. It is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future, or further advances as shall be made by the Mortgagee herein or its successors or assigns, to and for the benefit of the Mortgagor, its successors or assigns, within ten (10) years from the date hereof or the maximum period of time permitted by the laws of the state in which the Mortgaged Property is located, whichever is the lesser, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed \$ 1,483,485.37, together with interest thereon and all disbursements made by the Mortgagee for the payment of taxes, levies, or insurance on the Property covered by the lien of this Mortgage with interest on such disbursements at the rate specified in the Note referred to in this Mortgage, and for reasonable attorney's fees and court costs incurred in the collection of any or all such sums of money. Such further or future advances shall be as required by the Loan Documents, but, notwithstanding the maximum amount provided for in this paragraph, FMI shall

0133

4328 RV-2