

hereunder. In addition, Mortgagor shall furnish Mortgagee, in form satisfactory to Mortgagee, such interim financial statements as shall be required by Mortgagee, and Mortgagor shall permit Mortgagee to audit and/or otherwise inspect or review Mortgagor's books of accounts and records at such time or times as shall be convenient by Mortgagee.

13. PROVIDED ALWAYS, NEVERTHELESS, And it is the true intent and meaning of the parties to these presents, that if Mortgagor shall well and truly pay, or cause to be paid unto Mortgagee, as the same becomes due and payable, the indebtedness described in said Promissory Note and perform all of the terms and conditions of this Mortgage, and all obligations of Mortgagor to Mortgagee hereunder or secured hereby have been fully paid, performed and satisfied, then this Mortgage of Real Estate and the estate hereby granted shall cease, determine and become void, anything hereinbefore contained to the contrary notwithstanding, but upon the happening of any Event of Default as described in Section 11 above, Mortgagee may obtain a writ of scire facias or other writ of execution or forthwith institute any appropriate action or actions, proceeding or proceedings, either at law or in equity, under or upon this Mortgage of Real Estate or the Promissory Note hereinbefore referred to and may proceed thereon or therein to judgment and execution for the recovery of all amounts secured hereby, together with an attorney's reasonable fee, besides costs of suit, as well as all other expenses incurred by Mortgagee in accordance with the terms and provisions of this Mortgage of Real Estate, without further stay, any law, usage or custom to the contrary notwithstanding.

14. Any failure by Mortgagee to exercise any of its rights under the terms of this Mortgage or of said Promissory Note shall not constitute a waiver thereof. Nothing herein or in said Promissory Note shall be deemed to deprive Mortgagee of any remedy, by action or otherwise, not specified therein, for the enforcement of the lien and security interest conferred by this Mortgage and the recovery of the indebtedness secured or intended to be secured hereby. No remedy of Mortgagee herein contained is intended to be exclusive of any other remedy or remedies, but each and every remedy shall be cumulative and in addition to other remedies given hereunder or existing at law or in equity. "Mortgagor" and "Mortgagee" as used herein, include their respective successors and assigns.

15. Said Promissory Note and this Mortgage of Real Estate may be assigned by Mortgagee, and, in such event, the assignee thereof shall succeed to all of the rights of Mortgagee hereunder.

1539
PAGE
92

4328 RV-2