





the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Premises...

(ii) The Mortgagor shall have no indemnity obligation with respect to Hazardous Material that are first introduced to the Premises...

(iii) The Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises...

The Mortgagor agrees that in the event this Mortgage is foreclosed by the Mortgagor lenders a deed in lieu of foreclosure...

For purposes of this Mortgage, "Hazardous Materials" means any material or substance to which is or becomes defined as a "hazardous substance"...

"Governmental Requirements" means any law, regulation, rule, policy, ordinance or similar requirement of the United States...

The provisions of this section shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee under the Debt...

17. EVENTS OF DEFAULT/ACCELERATION: Upon the occurrence of any of the following, the Mortgagee shall be entitled to exercise its remedies under this Mortgage...

financial condition of the Mortgagor or Principal Obligor which the Mortgagee is kept fully informed...

18. REMEDIES UPON DEFAULT: Upon the occurrence of any of the events of default set forth in this Mortgage, at the sole option of Mortgagee, the note and/or any other liabilities shall become immediately due and payable...

19. REPRESENTATIONS: If the Mortgagor is a corporation, it represents that it is a corporation duly organized, existing and in good standing under the laws of its state of incorporation...

20. NOTICES: Notice from one party to another relating to this Mortgage shall be deemed effective if made in writing (including telecommunication) and delivered to the recipient's address...

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