

12. That the rights of the Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that the invalidity of one or more of the clauses and covenants contained herein shall not in any way affect the validity or enforceability of the remaining provisions herein contained; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

13. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this Mortgage, the Note secured hereby or any other document executed by Mortgagor in connection therewith. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this Mortgage, of the Note secured hereby or of any other agreement by the Mortgagor in connection therewith, this Mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this Mortgage, of the Note secured hereby, of the Collateral Assignment of Lease, or of any other agreement by the Mortgagor in connection therewith, which is not cured within twenty-five (25) days after written notice thereof to the Mortgagor, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein,

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