

Notes or said indebtedness; all of which shall stand secured by this Mortgage and may be recovered in any suit or action hereupon or hereunder. It is further agreed that after any default in the payment when due of the principal or interest payable on the Notes and any other indebtedness secured hereby, the whole indebtedness then secured by this Mortgage shall draw interest at the rate of seven per cent per annum.

20. Notices, waivers, modifications. All notices, demands, requests, offers, consents or waivers herein provided for or made pursuant hereto shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, to the last known address of the party to be served. This Mortgage may not be modified or discharged except by an instrument in writing executed by the Mortgagee. No requirement of this Mortgage may be waived at any time except by a writing signed by the Mortgagee nor shall any waiver be deemed a waiver of any subsequent breach or default of the Mortgagor. All rights and remedies herein specified are intended to be cumulative and not in substitution for any right or remedy otherwise available.

21. Will not lose control or possession of the Property. The Mortgagor will not allow the control or possession of the Property to be lost through any judicial proceedings or to pass into the custody of any court.

22. Release of Mortgage. If the Mortgagor shall pay the entire debt secured by this Mortgage, together with all interest and appurtenant charges thereon, and shall comply with and perform the covenants and agreements herein contained, the property then subject hereto shall be released to the Mortgagor at the Mortgagor's expense. Otherwise, this Mortgage shall remain in full force and effect. No release of this Mortgage or the lien hereof shall be valid unless executed in writing by the Mortgagee.

23. Separability. The invalidity, or unenforceability in particular circumstances, of any provision of this Mortgage shall not extend beyond such provision or such circumstances; no other provision of this instrument shall be affected thereby. If, from any circumstance whatever, fulfillment of any provision of this Mortgage at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by the usury statute or any other law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Notes that is in excess of the limit of such validity.

24. Binding Effect on Successors and Assigns. This Mortgage and all of the terms, covenants, conditions and requirements hereof whether stated herein at length or incorporated herein by reference, shall be binding upon, inure to the benefit of and be enforceable by, the respective successors and assigns of the Mortgagor, and the Mortgagee to the same extent as if such successors and assigns were originally named