

of Mortgagee in exercising any such right, remedy or power, or abandonment or discontinuance of steps to enforce the same, shall not operate as a waiver thereof or affect Mortgagee's right thereafter to exercise the same, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. In the event Mortgagee shall have proceeded to enforce any such right, remedy or power and such proceedings shall have been determined adversely to Mortgagee, then in each such event Mortgagor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.

8.5 Modification, Waiver, Consent. Any modification or waiver of any provision of this Mortgage or any consent to any departure by Mortgagor herefrom, shall not be effective in any event unless the same is in writing and signed by Mortgagee, and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose given. Any notice to or demand on Mortgagor in any event not specifically required of Mortgagee hereunder shall not entitle Mortgagor to any other or further notice or demand in the same, similar or other circumstances unless specifically required hereunder.

8.6 Communications. Any notice, request, demand, consent, approval or other communication provided or permitted hereunder shall be in writing and be given by personal delivery or sent by United States first class mail, postage prepaid, addressed to the party for whom it