

ARTICLE XX

20. Remedies, etc., Cumulative. Each legal, equitable or contractual right, power and remedy of the Mortgagee now or hereafter provided herein, or in the Individual Mortgages, or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy and the exercise or beginning of the exercise by the Mortgagee of any one or more of such rights, powers and remedies shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies.

ARTICLE XXI

21. Terms Subject to Applicable Law; Separability. All rights, powers and remedies provided herein or in the Individual Mortgages may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Mortgage or the Individual Mortgages invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage or the Individual Mortgages shall be held to be invalid, illegal or unenforceable, the validity of other terms hereof or thereof shall in no way be affected thereby.

ARTICLE XXII

22. No Waiver, etc. No failure by the Mortgagee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach hereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage or the Individual Mortgages which shall continue in full force and effect with respect to any other then existing or subsequent breach.

ARTICLE XXIII

23. Additional Instruments. The Company, at its expense, will execute, acknowledge, secure and deliver all such instruments and take all such action as the Mortgagee