

power or remedy provided for in this Mortgage and now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by any such person of any one or more of the rights, powers or remedies provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by such person of any or all such other rights, powers or remedies.

25. Compromise of Actions, etc. Any action, suit or proceeding brought by Grantee or any other holder of the Note pursuant to this Mortgage or otherwise, and any claim made by any such person under this Mortgage or otherwise, may be compromised, withdrawn or otherwise dealt with by such person without any notice to or approval of Grantor.

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

27. Additional Security. Without notice to or consent of Grantor, and without impairment of the rights created by this Mortgage, Grantee may accept (but Grantor shall not be obliged to furnish) from Grantor, or from any other person or persons, additional security for the Note. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent Grantee from resorting, first, to such additional security, or, first, to the security created by this Mortgage, in either case without affecting the rights of Grantee or any other holder of the Note under this Mortgage.

28. Further Assurances. Grantor at its expense will execute, acknowledge and deliver all such instruments and take all such action as Grantee from time to time may reasonably request for the better assuring to Grantee and the holder of the Note of the properties and rights now or hereafter conveyed hereby or assigned hereunder or intended so to be conveyed or assigned.

29. Provisions Subject to Applicable Law. All rights, powers and remedies provided herein 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 invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of other terms of this Mortgage shall in no way be affected thereby.

30. Disfeoffance. If the payments are made as herein provided and all of the within covenants and agreements are performed and observed by Grantor, this Mortgage and Security Agreement and Deed of Bargain and Sale shall be null and void and shall be released at the cost of Grantor, which cost Grantor agrees to pay.

31. Notices, etc. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to Grantor, at 200 Berkeley Street, Boston, Massachusetts 02117, or at such other address as Grantor shall have furnished to Grantee in writing, or (b) if to Grantee, at 200 Berkeley Street, Boston, Massachusetts 02117, marked for the attention of City Mortgage and Real Estate Department, or at such other address as Grantee shall have furnished to Grantor in writing, or (c) if to any other holder of the Note, at such address as such holder shall have furnished to Grantor and to Grantee in writing, or, until an address is so furnished, to and at the address of the last holder of the Note so furnishing an address to Grantor.