

(b) Fee Owner represents and warrants that it is a corporation duly organized and validly existing under the laws of the State of Indiana; that it is qualified to do business in the State of South Carolina; and that it has the requisite power to execute this Mortgage and any Other Security Documents required by Mortgagee in connection therewith.

21. Mortgagee's Right to Exercise Remedies. No remedy conferred upon or reserved to Mortgagee herein or in the Note or the Other Security Documents or provided by law is intended to be exclusive of any other remedy or remedies, and each and every such remedy, shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law, in equity or by statute. The remedies may be pursued singly, successively or together against Mortgagor and/or the Mortgaged Property at the sole discretion of Mortgagee. No delay or omission of Mortgagee to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. Nothing in this Mortgage or in the Note shall affect the obligation of Mortgagor to pay the principal of, and interest on, the Note in the manner and at the time and place therein respectively expressed.

22. Waivers by Mortgagor and Fee Owner. Mortgagor and Fee Owner will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay, extension or moratorium law, any statute of limitations, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof and Mortgagor and Fee Owner hereby expressly waive all benefit or advantage of any such law or laws, and covenant not to hinder, delay or impede the execution of any power herein granted or delegated to Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. Mortgagor and Fee Owner hereby agree that upon a foreclosure sale of the Mortgaged Property, the Mortgaged Property may be sold as a single parcel or as any number of separate parcels and in any order, to the extent permitted by law, at Mortgagee's option; and Mortgagor and Fee Owner, for themselves and anyone claiming by, through or under them, further hereby agree that Mortgagee shall in no manner, at law or in equity, be limited, except as herein provided, in the exercise of its rights in the Mortgaged