

inapplicability, invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein or therein.

40. All notices and demands hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail with return receipt requested to any party hereto at its address above stated or such other address of which written notification has been given to the other party.

41. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagor and the successors and assigns of Mortgagee.

42. This Mortgage cannot be changed orally but only by a writing signed by the party against whom enforcement of any change is sought.

43. Mortgagor acknowledges that any payments made by it purportedly in partial or complete discharge of the Indebtedness to any entity other than Mortgagee or an agent designated in writing by Mortgagee shall constitute a payment to Mortgagor's agent and not to Mortgagee or its agent. Until said payment is actually in the possession of Mortgagee or its designated agent, said payment shall be deemed not to have been properly made, and Mortgagee shall not be required to request a reconveyance or to release or discharge this Mortgage in satisfaction of the obligation pursuant to the provisions of this Mortgage and the Note until such defect in payment is cured.

44. Subject to Paragraph 48 hereof, in case of proceedings by or against Mortgagor in insolvency or bankruptcy or