

the lien of this Mortgage upon THE MORTGAGED PROPERTY or any part thereof or any lien, rights, powers or remedies of the Mortgagee hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before.

(d) Any monies collected or received by the Mortgagee under this paragraph 2.12 shall be applied as follows: (i) First to the payment of reasonable compensation, expenses and disbursements of the agents, attorneys and other representatives of the Mortgagee; and (ii) Second to the payment of amounts due and unpaid under the Note, this Mortgage and all other instruments securing the Note.

(e) Any payment made in accordance with the terms of this Mortgage by any person at any time liable for the payment of the whole or any part of the indebtedness and other sums secured hereby, or by any subsequent owner of THE MORTGAGED PROPERTY, or by any other person whose interest in THE MORTGAGED PROPERTY might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation which at any time may be liable for such payment or may own or have such an interest in THE MORTGAGED PROPERTY, shall be deemed as between the Mortgagee and all persons who at any time may be liable as aforesaid or may own THE MORTGAGED PROPERTY, to have been made on behalf of all such persons.

2.13 Delay or Omission No Waiver. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

2.14 No Waiver of One Default to Affect Another. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If the Mortgagee (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Mortgage or any other instrument securing the Note; (d) releases any part of THE MORTGAGED PROPERTY from the lien of this Mortgage or any other instrument securing the Note; (e) consents to the filing of any map, plat or replat of the Land; (f) consents to the granting of any easement on the Land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under the Note, this Mortgage or otherwise of the Mortgagor, or any subsequent purchaser of