

33. Recording and Filing Fees. The Mortgagor shall pay all recording and filing fees and all other costs and expenses in connection with the preparation, execution and recordation and other manner of perfection of this Mortgage, and any other Loan Documents, and shall reimburse the Mortgagee on demand for all costs and expenses of any kind incurred by the Mortgagee in connection therewith (including, without limitation, attorneys' fees). The Mortgagor will, at any time on request of the Mortgagee, execute or cause to be executed financing statements, continuation statements, security agreements, or the like, in respect of any Building Equipment. The Mortgagor shall pay all filing fees, including fees for filing continuation statements, in connection with such financing statements.

34. No Waiver. Any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the Obligations shall not be deemed to be a waiver of any of such Obligations, and the Mortgagee, notwithstanding any such failure, may thereafter insist upon the strict performance by the Mortgagor of any and all of the Obligations.

35. No Release. The Mortgagor and any other Person now or hereafter obligated for the payment or performance of all or any part of the Obligations shall not be released from paying and performing such Obligations and the lien of this Mortgage shall not be affected by reason of (a) the failure of the Mortgagee to comply with any request of Mort-