

resulting from acceleration, at the Default Rate, but this shall not constitute an extension of time for payment of the Obligations or such other amounts or accrued interest.

38. Rights Cumulative. The rights and remedies provided for in this Mortgage, or which the Mortgagee may have otherwise, at law or in equity, shall be distinct, separate and cumulative and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by the Mortgagee, shall be deemed to be in exclusion of any other, and, to the extent permitted by law, any two or more of all such rights and remedies may be exercised at the same time.

39. Late Charge. If any payment under this Mortgage shall be made after the due date of such payment, a "late charge" of four cents for each dollar of such payment shall become immediately due to the Mortgagee as liquidated damages for the Mortgagor's failure to make prompt payment. Such charge shall be payable on demand and shall be added to and secured by this Mortgage.

40. Severability. If any term or provision of this Mortgage or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Mortgage, or the application of such term or provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this