

mortgagee makes each monthly constant payment to the holder of the Purchase Money Mortgage provided herein to be made by the mortgagee to such holder of the Purchase Money Mortgage, an advice that each such payment has been made. (A copy of the mortgagee's transmittal letter, if any, will suffice).

43. Obligations not terminated by other actions. The obligations of the mortgagor under this Wraparound Mortgage, and the mortgage note which it is given to secure, shall continue until the entire debt is paid, notwithstanding any action or actions of partial foreclosure which may be brought to recover any amount or amounts for installments of principal, interest, taxes, assessments, water rates, vault taxes or fire insurance premiums or other payments due and payable under the provisions of this Wraparound Mortgage.

44. No waiver of default, etc. No delay or omission by the mortgagee to exercise any right, power, or remedy accruing under this Wraparound Mortgage shall be construed to be a waiver of any default or acquiescence therein. A waiver in one or more instances to exercise any right, power or remedy accruing hereunder shall apply only to the particular instance or instances, and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but every term, covenant, provision or condition establishing such right, power or remedy shall survive and continue to remain in full force and effect.

45. Fees, charges, etc. The mortgagor will promptly pay and discharge any and all license fees or similar charges, with penalties and interest thereon, if any, which may be imposed by the municipality in which the Mortgaged Premises are situated, for the use of vaults, chutes, areas and other space beyond the lot line and under or abutting the public sidewalks in front of or adjoining the Mortgaged Premises. The mortgagor will promptly cure any violation of law and comply with any order of the municipality in which the Mortgaged Premises are situated respecting the repair, replacement or condition of the sidewalk or curb in front of or adjoining the Mortgaged Premises. On default of any of the foregoing, the mortgagee may pay any and all such license fees or similar charges with penalties and interest thereon, and the charges of the municipality for such repair or replacement, and the mortgagor will repay the same upon demand, with interest thereon at the rate of 15% per annum (or lesser percentage, not exceeding the maximum rate legally collectible if 15% exceeds the maximum legal rate) from the date the expense is incurred until the date of reimbursement by the mortgagor to the mortgagee, and the same shall thereupon be liens on the Mortgaged Premises and secured by this mortgage.

46. Security Agreement. This Wraparound Mortgage is a security agreement which covers, and the Mortgaged Premises includes, both real and personal property and all other rights