

protect Mortgagee's rights, titles, and interests herein and to sell the Property hereindescribed in the event of any default in any of the Loan Documents. In the event that a conflict ever shall exist between any provision in this Mortgage and applicable law, the latter shall govern and the Mortgagee is hereby granted the authority to comply with said law and to protect the rights, titles and interests of Mortgagee herein.

22. The waiver by Mortgagee of any default in any of the Loan Documents must be in writing to be effective, and such waiver will not under any conditions whatsoever constitute a waiver of any other existing defaults therein or any subsequent defaults therein. No delay, failure or omission by Mortgagee to exercise, defend, enforce or otherwise protect its rights, titles or interests existing in any of the Loan Documents shall exhaust or impair in any manner any of such rights, titles or interests or shall be construed to be a waiver of any default in any of the Loan Documents, and every one of such rights, titles or interests may be exercised, defended, enforced or otherwise protected from time to time and as often and to the extent deemed appropriate by Mortgagee. Any delay, failure or omission of Mortgagee to complain of any act or failure to act pursuant to any of the Loan Documents or to declare a default as a result thereof, irrespective of how long such act or failure to act continues, shall not constitute a waiver by Mortgagee of any of its rights, titles or interests in any of the Loan Documents.

23. Until there occurs a default in the payment of the Note or a breach of one or more of the terms, covenants or conditions of said Note or of this Mortgage or of any of the other Loan Documents, the Mortgagor shall remain in quiet use, possession and management of said Property, and in the enjoyment of the income, revenue and profits therefrom; and, upon payment of the Note in full and the satisfaction, fulfillment and performance of all the terms, covenants and conditions of the said Note and of this Mortgage and of all other Loan Documents; then, upon the request of, and at the cost of, the Mortgagor, a proper release of this Mortgage shall be executed.

24. Mortgagee is hereby given the authority to employ agents, attorneys and others in any execution, enforcement, defense or protection of this Mortgage or any or all of the Loan Documents, and Mortgagee is hereby authorized to exercise, enforce, defend and protect the rights, titles and interests of Mortgagee hereunder and under all other Loan Documents, and, to the extent permitted by law, the same shall be compensated, and all expenses in and about such employment or otherwise incurred in connection with any of the Loan Documents, or any of the rights, titles and interests of Mortgagee therein, including those of litigation or other enforcement sought, shall be paid out of the proceeds of sale of the said Property should a sale be had, and if no sale be had, all such expenses paid by Mortgagee shall be immediately reimbursed to Mortgagee by Mortgagor upon demand by Mortgagee, together with interest thereon from the date of disbursement by Mortgagee at the rate of interest specified in paragraph 8 hereof; and, if reimbursement is not so made, then all of such sums shall be recoverable to the full extent permitted by law or in equity.

25. Mortgagor hereby recognizes that the prepayment restrictions and prohibitions set forth in the Note are one of the most material parts of the consideration to Mortgagee in making the loan evidenced by said Note and agrees to strictly comply with, and will not in any manner seek to evade, such restrictions and prohibitions.

26. Mortgagor agrees to take whatever actions are necessary in order to keep in full force and effect all rights and benefits (including, without limitation, all warranties relating to the Property or any part thereof) now or hereafter available to the Property or any part thereof or to Mortgagor in connection with its interests in such Property; hereby grants, bargains, sells and conveys to Mortgagee such rights and benefits; and further agrees not to make, suffer or permit any modification, cancellation or surrender of any of such rights and benefits.

27. Mortgagor hereby warrants that the Note and all other Loan Documents have been duly authorized and validly executed and constitute the legal, binding and enforceable obligations of Mortgagor, its successors and assigns.

28. The application of any monies or other consideration to the debt secured hereby prior to default and acceleration of maturity by Mortgagee will not extend or postpone the due date of the monthly installments due pursuant to the Note or this Mortgage or any of the other Loan Documents or, regardless of whether before or after such default and acceleration, change the amount thereof or be construed to cure or waive any default or notice of default given by Mortgagee to any person or

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