

and/or filing, financing statements and instruments of further assurance, and from time to time thereafter the cost of rerecording and/or refileing any and all other and further financing statements, and instruments of further assurance which in opinion of the Mortgagee may be necessary or desirable to effectuate, complete or perfect, any security interest or to continue or preserve the obligations of the Mortgagor. The Mortgagor hereby appoints the Mortgagee as its true and lawful attorney-in-fact so to execute, record and file all of such financing statements and instruments of further assurance and to reexecute, rerecord and/or refile the same. Any such financing statements and instruments of further assurance may also be executed only by the Mortgagee.

6. The appointment of the Mortgagee as the true and lawful attorney-in-fact of the Mortgagor under any provisions of this Mortgage shall be deemed to be coupled with an interest, whether or not such interest is set forth in the provision making such appointment.

7. (i) Any failure of the Mortgagee to exercise the option to accelerate the maturity of indebtedness secured hereby, or any forbearance by the Mortgagee before or after any exercise of any such option, or any forbearance to exercise any other remedy of the Mortgagee, or any withdrawal or abandonment of the Mortgagee of any of its rights in any one circumstance shall not be construed as a waiver of any option, power, remedy or right of the Mortgagee hereunder. The rights and remedies of the Mortgagee expressed and contained in this Mortgage are cumulative and none of them shall be deemed to be exclusive of any other or of any right or remedy the Mortgagee may now or hereafter have under the Agreement and in law or in equity. The election of any one or more remedies shall not be deemed to be an election of remedies under any statute, rule, regulation or case law. The covenants of this Mortgage shall run with the Premises and other properties and the estates hereby mortgaged and bind the Mortgagor and the assigns, legal representatives and successors and shall inure to the benefit of the Mortgagee, its successors and assigns and all subsequent holders of this Mortgage and the Note.

(ii) The obligations of the Mortgagor (and the rights and remedies of the Mortgagee against the Mortgagor) hereunder shall in no way be modified, abrogated, terminated or adversely affected by (a) any forbearance by the Mortgagee in collecting any sums due, (b) the granting of any extension of time to perform any other obligation hereunder, (c) any other modification of the Note or (d) any impairment of any collateral now or hereafter granted to the Mortgagee to secure payment of the Note by reason of any act, failure to act, or negligence of the Mortgagee.

8. The Mortgagor will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, or the exemption from execution from sale of any or all of the Premises, whether now or any time hereafter enacted or enforced, nor claim, take or insist upon the benefit of any law now or hereafter enacted or enforced providing for the valuation or