

constitute a waiver by the Lender of its rights hereunder or impair any rights, powers or remedies of the Lender hereunder.

Borrower hereby covenants and agrees that the passage of time and/or the action of Lender shall not constitute a waiver by Lender of unknown Defaults hereunder or under the Note or under all other documents securing the Note during the term of this Mortgage or a waiver by Lender of the remedies available to Lender to enforce the rights of Lender hereunder. Further, failure of Lender to give notice of Defaults hereunder, under the Note or under all other documents securing the Note shall not constitute a waiver of such Defaults.

(b) No act or omission by the Lender shall release, discharge, modify, change or otherwise affect the original liability under the Note, this Mortgage or any other obligation of the Borrower or any subsequent purchaser of the Premises or any part thereof, or any maker, co-signer, endorser, surety or guarantor, or preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any Default then made or of any subsequent Default, or alter the security title, security interest or lien of this Mortgage except as expressly provided in an instrument or instruments executed by the Lender. Without limiting the generality of the foregoing, the Lender may: (i) grant forbearance or an extension of time for the payment of all or any portion of the Indebtedness; (ii) take other or additional security for the payment of the Indebtedness; (iii) waive or fail to exercise any right granted hereunder or in the Note; (iv) release any part of the Premises from the security interest or lien of this Mortgage or otherwise change any of the terms, covenants, conditions or agreements of the Note or this Mortgage; (v) consent to the filing of any map, plat or