

either orally or in writing and any such termination, cancellation, modification, change, supplement, alteration or amendment of the Leases without the prior written consent thereto by the Mortgagee shall be void and of no force and effect. As further security to the Mortgagee, the Mortgagor does hereby deposit with the Mortgagee a certified copy of the original Leases to be retained by the Mortgagee until all indebtedness secured hereby is fully paid.

- (d) No release or forbearance of any of the obligations of the Mortgagor under the Leases pursuant to the same or otherwise shall release the Mortgagor from any of its obligations hereunder including its obligations with respect to the payment of rent as provided for in the Leases and the performance of all the terms, provisions, covenants, conditions and agreements contained in the Leases to be kept, performed, complied with by the lessee therein.
- (e) Unless the Mortgagee shall otherwise expressly consent in writing the fee title to the Property demised by the Leases and the leasehold estate shall not merge but shall remain separate and distinct, notwithstanding the union of such estates, either in the lessor or in the lessee or in a third party by purchase or otherwise.
- (f) It is expressly agreed that the whole of the principal sum and all accrued interest thereof shall become due at the option of the Mortgagee after default in the payment of any installment of principal or after default in the payment of interest or after of any payment of rent or other charge made payable by the Leases or after default in the payment of any tax or assessment after notice and demand by the Mortgagee.

16. MISCELLANEOUS.

- (a) The agreements herein shall bind and inure to the benefit of the Mortgagor, Mortgagee and their respective heirs, successors and assigns.
- (b) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of the Mortgagee shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not.
- (c) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.
- (d) If any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.