

performance by the Mortgagor hereunder shall affect or extend to or act as a waiver of any other right or remedy of the Mortgagee hereunder, nor affect the subsequent exercise of the same right or remedy by the Mortgagee for any further or subsequent default by the Mortgagor hereunder.

No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If there exists additional security for the performance of the obligations secured hereby, the Mortgagee, at its sole option, and without limiting or affecting any of its rights or remedies hereunder either concurrently with whatever right and remedies it may have in connection with such other security or in such order as it may determine. Any application of any amounts or any portion thereof held by Mortgagee at any time as additional security hereunder, to any indebtedness secured hereby shall not extend or postpone the due dates of any payments due from Mortgagor to Mortgagee or change the amounts of any such payments or otherwise be construed to cure or waive any default or notice of default hereunder or invalidate any act done pursuant to any such default or notice.

22. Marshalling. The Mortgagor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure the Mortgage Indebtedness or to require the Mortgagee to pursue its remedies against any other such assets.

23. Estoppel Certificate. The Mortgagor agrees, forthwith upon request of the Mortgagee, to execute and deliver to the Mortgagee, or to any person designated by the Mortgagee, a statement certifying as to the principal amount of the Mortgage Indebtedness then outstanding and the date from which interest thereon is payable and confirming whether any offsets or defenses exist against payment of the Mortgage Indebtedness.

24. Notices. Any notice which the Mortgagee may give or is required to give under this Mortgage shall, if mailed, be effective when sent as registered mail, postage prepaid, addressed to the Mortgagor (Attention: Chief Operating Officer) at the Mortgagor's address first above set forth or at such other address as the Mortgagor shall provide to the Mortgagee in writing.

25. Governing Law; Binding Effect. This Mortgage,