

herein granted, or for the foreclosure of this mortgage, or the enforcement of any other legal or equitable remedy available to mortgagee. All expenses incurred by mortgagee in connection with such legal proceedings, or in any other proceedings wherein it become necessary that this mortgage be allowed or established in court, shall become immediately due and payable by mortgagor and shall become a part of the Indebtedness secured hereunder, including without limiting the generality thereof, reasonable attorneys' fees, the cost of title insurance or continuation of abstracts and procuring or preparing any documents or evidence for use therein.

e) Remedies Cumulative and Concurrent.

The rights and remedies of mortgagee as provided in the Note, and in the mortgage and other Security Documents shall be cumulative and concurrent and may be pursued separately, successively or together against mortgagor or against other obligors or against the Mortgaged Property, or any one or more of them, at the sole discretion of mortgagee and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

f) Strict Performance.

Any failure by mortgagee to insist upon strict performance by mortgagor, of any of the terms and provisions of the mortgage and other Security Documents or of the Note shall not be deemed to be a waiver of any of the terms or provisions of the mortgage and other Security Documents or the Note, and mortgagee shall have the right thereafter to insist upon strict performance of any and all of them. Failure of mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any default as aforesaid or to exercise any other option granted to mortgagee hereunder and/or thereunder in any one or more instances, or the acceptance by mortgagee of partial payments hereunder shall not constitute a waiver of any such default, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by mortgagee, may at the option of mortgagee, be rescinded by written acknowledgment to that effect by mortgagee, but the tender and acceptance of partial payment alone shall not in any way affect or rescind such acceleration of maturity.

g) No Conditions Precedent to Exercise of Remedies.

Subject to the provisions of Section 5(k) hereof, neither mortgagor nor any other person now or hereafter obligated for payment for all or any part of the Indebtedness shall be relieved of such obligation by reason of the failure of mortgagee to foreclose this Mortgage or otherwise enforce any provisions of this Mortgage and other Security Documents or the Note, or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and mortgagee extending the time of payment or modifying the terms of this Mortgage and other Security Documents or of the Note without first having obtained the consent of mortgagor or such other person; and in the latter event, mortgagor and all other such persons shall continue to be

9 9 9 9

7328-112