

of seizure, and (b) the benefit of any appraisalment, marshalling, valuation, stay or extension law now or hereafter in force.

21. No failure to exercise, nor any delay in exercising or any course of dealing in respect of, any right, power or remedy hereunder by the Mortgagee shall operate as a waiver thereof, nor shall any single or partial exercise by the Mortgagee of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

22. The Mortgagee may at any time or from time to time renew or extend this Mortgage, or alter or modify the same in any way, or waive any of the terms, covenants or conditions hereof in whole or in part and may release any portion of the Property or any other security, and grant such extensions and indulgences in relation to the indebtedness secured hereby as the Mortgagee may determine without the consent or any junior lienor or encumbrancer and without any obligation to give notice of any kind thereto and without in any manner affecting the priority of the lien hereof on any part of the Property.

23. All notices, demands, consents, requests or other communications (collectively, "notices") which are permitted or required to be given by either party to the other hereunder shall be in writing. All notices shall be deemed to be properly given if delivered or mailed, registered mail, return receipt requested, addressed (a) if to the Mortgagor, at the Mortgagor's address set forth above, and (b) if to the Mortgagee, at the Mortgagee's address set forth above, attention: Thomas E. Boccieri. Each party may by notice to the other designate a new address to which all notices shall thereafter be delivered or mailed.

24. This Mortgage cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in form for recording, signed by the party against whom enforcement of such modification, change or discharge is sought.

25. If any of the terms or provisions hereof or of the Note are susceptible of being construed as binding or obligating the Mortgagor or any other person or entity obligated, either primarily or conditionally, for the payment of any indebtedness secured hereby, under any