

out of the Building Loan Agreement shall be valid or effective as against the Note or as against Kohn, its successors or assigns.

25. Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to any party hereto at its address stated above, or at such other address of which it shall have notified the party giving such notice in writing. Whenever in this Mortgage the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person or persons entitled to receive such notice.

26. Miscellaneous. This indenture may not be modified, amended, discharged or waived orally, but only by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought. If there be more than one Mortgagor the covenants and warranties hereof shall be joint and several. The covenants of this indenture shall run with the land and bind the Mortgagor, the heirs, distributees, executors, administrators, legal representatives, successors and assigns of the Mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the Premises or any part thereof, and shall inure to the benefit of the Mortgagee, its successors and assigns. As used herein the singular shall include the plural as the