

be paid in satisfaction thereof. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with its costs, expenses, charges, counsel fees and interest thereon at the rate in effect at the time of such advances under the Note, and all such sums and interest thereon shall be secured by this mortgage and security agreement and shall become for all purposes hereunder part of the indebtedness.

8. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver of any rights or remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Mortgagee unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Mortgagee, and no single or partial exercise of any right or remedy hereunder shall preclude other or further exercise thereof of any other right or remedy.

9. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent: