

Mortgagee for the payment and performance of the Obligations, including, without limitation, the right to foreclose this Mortgage and the right to foreclose upon any other security for the payment and performance of the Obligations, in such order and priority as the Mortgagee shall deem advisable in its sole discretion, all without impairing, reducing or otherwise affecting the liability of the Mortgagor for the payment and performance of the Obligations.

40. Severability. If any term or provision of this Mortgage or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Mortgage, or the application of such term or provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

41. Notices. For the purpose of this Mortgage the term "notices" shall mean any notices, demands, consents, approvals, requests and other communications given or required to be given by either party hereto to the other party. All notices given or required to be given by either party hereto to the other party shall be in writing.

All notices to the Mortgagor shall be deemed to have been properly given if actually received by the Mortgagor or if personally delivered or sent by U.S. registered or certified mail, postage prepaid, addressed to the Mortgagor at the