

(b) the "Mortgagee" shall mean the Mortgagee herein named and any subsequent holder or holders of this Mortgage, and its or their respective successors and assigns;

(c) "Person" (whether or not capitalized) shall mean an individual, corporation, partnership, trust, unincorporated organization or government, or any agency or political subdivision thereof, or any other business or legal entity; and

(d) "Lease" shall mean every lease, license or occupancy agreement for the use or hire of all or any portion of the Property which shall be in effect at the date hereof, or which shall hereafter be entered into by or on behalf of the Mortgagor.

50. Miscellaneous. (a) This Mortgage and its provisions cannot be changed, waived, discharged or terminated orally but only by an agreement in writing, signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(b) Regardless of the place of execution or performance, this Mortgage and the rights of the parties hereunder shall for all purposes be governed by the laws of the Governing Jurisdiction; provided, however, that, to the extent permitted by law, the parties have negotiated and agreed that the provisions of this Mortgage which designate or relate to interest, fees and other changes shall be governed by the laws

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