

or any part thereof, shall be impaired or affected in any manner by the execution of this Mortgage; and no security subsequently taken to secure the payment of the Indebtedness or any part thereof, shall affect or impair in any manner the lien of this instrument, but all such additional security shall be taken and held as cumulative.

39. In the event any one or more of the provisions contained in this Mortgage, the Note, the Assignment of Leases, Rents and Profits or any other security instrument executed as security for the Indebtedness shall for any reason be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein or therein.

40. All notices and demands 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 with return receipt requested to any party hereto at its address above stated or such other address of which written notification has been given to the other party.

41. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagor and the successors and assigns of Mortgagee.

42. This Mortgage cannot be changed orally but only by writing signed by the party against whom enforcement of any change is sought.

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