

DJH/61/jab
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5.4 In the event of foreclosure, the Property may be sold in one parcel as an entirety or in such parcels, manner and order as the Mortgagee in its sole discretion may elect.

ARTICLE VI.

6.1 The rights of Mortgagee arising under the provisions and covenants contained in this Mortgage, and the Note and other documents securing the Indebtedness or any part thereof shall be separate, distinct and cumulative and none of them shall be to the exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision herein or in such other documents to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

6.2 A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Note or any documents given by Mortgagor to secure the Indebtedness, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Mortgage and of such other documents shall survive and continue to remain in full force and effect. No waiver shall be asserted against Mortgagee unless in writing signed by Mortgagee.

6.3 No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

6.4 All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing and shall be deemed to have been properly given if sent

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