

transfer to the Authority all rights, remedies, titles, interests, powers, duties, discretions and options granted to it as an assignee hereunder, and shall deliver to the Authority all moneys, investments and other properties then held by it as an assignee hereunder and thereafter, the Authority alone shall have and possess all rights, remedies, titles, interests, powers, duties, discretions and options of the Surety hereunder.

**SECTION 40. OTHER REMEDIES.**

This Second Mortgage, the Reimbursement Agreement and the other Second Mortgage Documents shall be construed together as a single instrument and in any case in which the Surety is authorized to proceed in the manner set forth herein, the Surety may, at its sole option and in lieu of proceeding herein, proceed as to the Mortgaged Property in accordance with the Surety's rights and remedies in respect to the Mortgaged Property under any one or all of the Second Mortgage Documents. Any and all remedies herein expressly conferred upon the Surety shall be deemed cumulative with, and not exclusive of, any other remedy conferred hereby or by law or equity or under the Second Mortgage Documents on Surety, and the exercise of any one remedy shall not preclude the exercise of any other. Except as otherwise specifically required herein, notice of the exercise of any right, remedy or power granted to the Surety by this Mortgage is not required to be given.

**SECTION 41. RELEASE OF MORTGAGE.**

The Co-Mortgagees shall release this Mortgage and the lien hereof by proper instrument or instruments upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid or discharged.

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