- 19. <u>INDULGENCE NO WAIVER</u>. Any indulgence or departure at any time by the Mortgagee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Mortgagor.
- 20. TERMS. The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this mortgage, the term "Mortgagor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of the Mortgagor shall be and mean the several as well as joint undertakings of each of them.
- 21. <u>CAPTIONS</u>. The captions within this mortgage are solely for convenience and are not intended to alter any of the literal terms herein contained.
- 22. CHANGE OF IDENTITY. Mortgagor covenants and agrees that Mortagor will furnish Mortgagee with notice of any change in Mortgagor's name, identity or corporate structure, and of any change in Mortgagor's residence or principal place of business from the address as set forth on page one (1) of this mortgage, and any change in the location of the machinery, apparatus, equipment, fittings, fixtures and articles of personal property now or hereafter located on the land described in Exhibit "A" hereof, within thirty (30) days of the effective date of any such change; and Mortgagor further covenants and agrees that Mortgagor will promptly execute any financing statements or other instruments deemed necessary by Mortgagee to prevent any filed financing statement from becoming misleading or losing its perfected status.
- 23. SEVERABILITY. If any provisions of this mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable

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