

waiving or affecting the status of any breach or default or of any right or power, whether contained herein or exercised hereunder or whether contained in or exercised under any such other security.

14. Covenants Running with the Land.

All covenants contained in this Mortgage and other Security Documents shall run with the Mortgaged Property.

15. Successors and Assigns.

All of the terms of this Mortgage and other Security Documents shall apply to and be binding upon and inure to the benefit of the successors and assigns of mortgagor and mortgagee respectively, and all persons claiming under or through them; provided however, that this Section shall not be deemed to be, nor shall it be a grant of, mortgagee's permission to mortgagor to assign its Obligations or the Mortgaged Property, except as specifically provided herein.

16. Severability.

In case any one or more to the terms, provisions, agreements, or Obligations shall be invalid, illegal or unenforceable in any respect, the validity of the remaining terms, provisions, agreements and Obligations shall be in no way affected, prejudiced or disturbed thereby.

17. Modification.

The Note and this Mortgage and other Security Documents and the terms of each and all of them may not be changed, waived, discharged or terminated orally, but only by an instrument in writing, signed by the party against whom enforcement of the change, waiver, discharge or termination is asserted.

18. Counterparts.

This Mortgage may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument.

19. Nature of Loan.

Mortgagor hereby represents and warrants that it is a business or commercial organization, and further represents and warrants that the Loan was made and transacted solely for the purpose of carrying on or acquiring a business or commercial investment.

20. Savings Clause.

If any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then, such clause and provision only shall be held for naught, as though not contained herein, and the remainder of this mortgage shall remain operative and in full force and effect.

21. Headings.

The Section headings and the Section and Subsection titles are inserted for convenience of reference only and shall be held for naught as though not herein contained.

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