

deficiency judgment. The Corporation, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully do so, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

Section 9.11. Leases. The Issuer, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Facilities, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Corporation, a defense to any proceedings instituted by the Issuer to collect the sums secured hereby.

Section 9.12. Discontinuance of Proceedings and Restoration of the Parties. In case the Issuer shall have proceeded to enforce any right under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Issuer, then and in every such case the Corporation and the Issuer shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Issuer shall continue as if no such proceeding had been taken.

Section 9.13. Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Issuer or the Trustee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 9.14. Waiver.

(a) No delay or omission of the Issuer to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Issuer may be exercised from time to time and as often as may be deemed expeditious by the Issuer. No consent or waiver, expressed or implied, by the Issuer to or of any breach by the Corporation in the performance of the obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach in the performance of the same or any other obligations of the Corporation hereunder. Failure on the part of the Issuer to complain of any act or failure to act or to declare an

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