

(f) No Waiver; Writing. No delay on the part of Mortgagee in the exercise of, or omission to exercise, any right or remedy shall operate as a waiver thereof or otherwise impair any such right or remedy, and no single or partial exercise by Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy with respect to any subsequent default of the same or a different nature. No amendment, waiver or supplement in any way affecting this Mortgage shall in any event be effective unless contained in a writing signed by Mortgagee.

(g) Governing Law. This Mortgage shall be construed in accordance with, and governed by, the laws of the state where the Real Estate is located. Whenever possible each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

(h) Successors and Assigns. The rights and privileges of Mortgagee hereunder shall inure to the benefit of its successors and assigns.

(i) Waiver. Mortgagor waives, on behalf of itself and all persons now or hereafter interested in the Premises or the Collateral, to the fullest extent permitted by applicable law, all rights under all appraisal, homestead, moratorium, valuation, exemption, stay, extension, and marshalling statutes, laws or equities now or hereafter existing and agrees that no defense based on any thereof will be asserted in any action enforcing this Mortgage.

(j) No Redemption. Mortgagor hereby waives, to the fullest extent permitted by applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

(k) Additional Advances. Until this Mortgage is released of record, subject to the terms of the Loan Agreement, certain Secured Parties may make additional advances and readvances to Mortgagor from time to time and said advances and readvances shall become part of the indebtedness secured hereby to the fullest extent permitted by law.

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