

2. Notices. Each notice, demand or other communication given by the Mortgagor or the Mortgagee in connection with this Mortgage shall be given to the Mortgagor or the Mortgagee, as the case may be, at their respective addresses as set out in the preamble to this Mortgage, or at such other addresses for receipt of notices as may be provided for in Section 8.2 of the Trust Agreement; and all such notices, demands or other communications shall comply in all respects with the provisions of Section 8.2 of the Trust Agreement.

3. Mortgagor; Gender. All provisions hereof shall inure to and bind the respective successors, vendees and assigns of the parties hereto. The word "Mortgagor" shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed any agreement or instrument evidencing Secured Obligations, the Trust Agreement of this Mortgage. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

4. Care by Mortgagee. The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as the Mortgagor requests in writing, but failure of the Mortgagee to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

5. No Waiver; Writing. No delay on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No amendment, waiver or supplement in any way affecting this Mortgage shall in any event be effective unless contained in a writing signed by the Mortgagee.

6. 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 and invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

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