

having the power of waiver, whereupon no Event of Default shall be deemed to exist under this Mortgage entitling the Mortgagee to any further remedies provided herein or in the Financing Agreement.

## ARTICLE IV

If Mortgagor shall fail to pay any interest or amortization on any Prior Mortgage, or any real estate tax, assessment, or other government levy or charge or any imposition, or to make any other payment required to be paid by Mortgagor under any Prior Mortgage at the time and in the manner provided, or if Mortgagor shall fail to perform or observe any other term, covenant, condition or obligation required to be performed or observed by Mortgagor under any Prior Mortgage, without limiting the generality of any other provision of this Mortgage and without waiving or releasing Mortgagor from any of its obligations, Mortgagee shall have the right, but shall be under no obligation, to pay any such interest, amortization, tax, assessment, levy, charge, imposition, or other payment, and may perform any other act or take such action as may be appropriate to cause such other term, covenant, condition, or obligation to be promptly performed or observed on behalf of Mortgagor, to the end that Mortgagor's rights, in, to, and under any Prior Mortgage shall be kept unimpaired and free from default, and Mortgagor shall permit Mortgagee to enter upon the mortgaged premises with or without notice and to do anything thereon or thereto which Mortgagee shall deem necessary or prudent for such purpose.