

ments, as amended by such agreement or stipulation unless expressly released and discharged in writing by the Mortgagee.

38. Interest After Maturity. The principal amount of the Obligations and any other amounts secured by this Mortgage and, to the extent permitted by law, any accrued interest thereon, shall bear interest from and after maturity, whether or not resulting from acceleration, at the Default Rate, but this shall not constitute an extension of time for payment of the Obligations or such other amounts or accrued interest.

39. Rights Cumulative. Each of the rights and remedies provided for in the Loan Documents, or which the Mortgagee may have otherwise, at law or in equity, shall be distinct, separate and cumulative and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by the Mortgagee, shall be deemed to be in exclusion of any other, and, to the extent permitted by law, any two or more of all such rights and remedies may be exercised at the same time or at separate times and in any order determined by the Mortgagee. If there shall be a Default under this Mortgage, the Mortgagee shall have the right, to the fullest extent permitted by law, to exercise and pursue such remedies as may be available to the Mortgagee, at law or in equity (whether or not specified in this Mortgage or in any of the other Loan Documents), against the Mortgagor (or any other Person or Persons liable for the payment and/or the performance of the Obligations) and/or any security held by or granted to the