

22. Terms Subject to Applicable Law; Separability. All rights, powers and remedies provided herein or in the Individual Mortgages may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Mortgage or the Individual Mortgages invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage or the Individual Mortgages shall be held to be invalid, illegal or unenforceable, the validity of other terms hereof or thereof shall in no way be affected thereby.

23. No Waiver, etc. No failure by Mortgagee or any Trustee to insist upon the strict performance of any term hereof or of any of the Individual Mortgages, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage or the Individual Mortgages, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

24. Additional Instruments. The Company, at its expense, will execute, acknowledge, secure and deliver all such instruments and take all such action as Mortgagee or any Trustee from time to time may reasonably request for the better assuring of the properties and rights now or hereafter subjected to the lien of this Mortgage and the Individual Mortgages or intended so to be.