- 20. And it is covenanted and agreed that no failure of the mortgagee or its successors or assigns to exercise any option to declare the maturity of the debt hereby secured under the foregoing conditions shall be taken or deemed as a waiver of right of exercise such option or declare such forfeiture, either as to any past or present default on the part of the mortgagor, nor shall any default as to the procurement of the insurance or payment of the taxes by the mortgagee as hereinabove provided be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the mortgagor to procure such insurance or pay such taxes.
- 21. And it is also covenanted that anything to the centrary notwithstanding contained in this mortgage, the mortgagor, its successors or assigns shall in no event be liable for a money judgment in the event of a default here—under, it being understood that the mortgagee looks to the security provided by this mortgage only, the lien thereof not, however, to be affected in any way.
- 22. And notwithstanding anything herein to the contrary, the mortgagee agrees to give to the mortgagor five (5) days' notice of any default in the terms or conditions herein set forth. However, with respect to money payments hereunder, the mortgagee shall not be required to give notice more than two (2) times in any one calendar year.
- 23. And that this mortgage may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- 24. And this instrument and all of the covenants contained herein shall bind the successors and assigns of the mortgagor and inure to the benefit of the successors and assigns of the mortgagee with like effect as if such successors and assigns were named herein, subject, however, to the terms of paragraph "21" herein.
- 25. All appraisements and homestead laws are hereby expressly waived.