

Agreement shall be relieved of such obligation by reason of the failure of Grantee to comply with any request of Grantor or of any other person so obligated to take action to foreclose on this Agreement or otherwise enforce any provisions of this Agreement, the Note or the Loan Agreement, or by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this Agreement, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Grantee extending the time of payment or modifying the terms of this Agreement, and in the latter event Grantor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Grantee.

Grantee may release, regardless of consideration, any part of the security held for the indebtedness secured by this Agreement without, as to the remainder of the security, in any way impairing or affecting the lien of this Agreement or its priority over any subordinate lien.

Section 8.10. Right to Remedy Default. In the event that Grantor should fail to pay or cause to be paid real estate or other taxes, assessments, water and sewer rents, charges and claims (unless and only for so long as, in strict compliance with the provisions of Section 2.2 hereof, Grantor is contesting the validity of any such item or the amount thereof), corporate taxes, sums due under any prior lien, or insurance premiums, or fail to make necessary repairs, or permit waste, or fail to cure any default under any prior lien, Grantee, at its election, and upon ten (10) days written notice to Grantor, shall have the right to make any payment or expenditure and to take any action which Grantor should have made or taken, or which Grantee deems advisable to protect the security of this Agreement or the Mortgaged Property, without prejudice to any of Grantee's rights or remedies available hereunder or otherwise, at law or in equity. All such sums, as well as costs, advanced by Grantee pursuant to this Mortgage shall be due immediately from Grantor to Grantee, shall be secured hereby, and shall bear interest at the Interest Rate for Advances from the date of payment by Grantee until the date of repayment.

Section 8.11. Limitation on Interest. No provisions of this Agreement or of the Note or Loan Agreement shall require the payment or permit the collection of interest in excess of the maximum permitted by law.