

applied as the court having jurisdiction of the receivership proceedings may direct.

XIII

No remedy by the terms of this indenture conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute; provided, however, that no delay or omission on the part of the Mortgagee to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein or shall preclude the exercise of any such right or power upon the happening of any other or subsequent default, but every such right and power may be exercised from time to time and as often as may be deemed necessary or expedient.

This mortgage shall bind the Mortgagors, their respective heirs, personal representatives, successors and assigns and shall inure to the benefit of the successors and assigns of the Mortgagee, as fully for all intents and purposes as though such successors and assigns had been named, respectively, herein throughout.

As used herein, the terms "Mortgagors" and "Mortgagee" shall be deemed and construed to include all such parties, and words or pronouns of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and plural terms shall include the singular, as the particular situation or context may require. The covenants, agreements and obligations of the Mortgagors herein shall be joint and several.