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provided, however, that Mortgagee shall have the option of waiving the security interest created by this Mortgage and bringing suit on the Indebtedness herein secured and any judgment resulting from such a suit may be satisfied out of any property or other assets of Mortgagor.

8. No right or remedy conferred upon or reserved to Mortgagee by this Mortgage is exclusive of any other right or remedy, but each is cumulative, and shall be in addition to every other right or remedy given hereby or now or hereafter existing at law or equity or by statute. Any provision of this Mortgage prohibited by law shall be inoperative, and this Mortgage shall remain valid and binding in all its other terms and provisions.

9. No waiver of the breach of any warranty, covenant or agreement contained herein shall be deemed to have been given by Mortgagee unless the same shall be in writing and signed by a duly authorized officer of Mortgagee. No such waiver shall be considered a waiver of the breach of any other warranty, covenant or agreement, or of a subsequent breach of the same warranty, covenant or agreement.

10. All warranties, covenants and agreements of Mortgagor hereunder shall be binding on Mortgagor and upon its successors and assigns. All of the rights and benefits obtained by Mortgagee hereunder shall inure to its benefit and to the benefit of its successor and assigns.

11. In the event Mortgagor desires to sell a portion of the Property covered hereby, Mortgagee agrees to accept the net proceeds from said sale and apply them toward the Indebtedness and execute partial mortgage releases; provided, however, that Mortgagee shall