

23. Non-Waiver.

No remedy conferred upon or reserved to Mortgagee in this Mortgage is intended to be exclusive of any other remedy or remedies herein, in any agreement executed in connection with the Note, in the Note or existing at law or in equity, or otherwise, but shall be cumulative and shall be applicable to all or part of the security for the Indebtedness at Mortgagee's option. Mortgagee may, at any time, abandon any remedy elected by it without in any wise affecting its right to utilize all remedies available to it, including the remedy abandoned. No waiver by Mortgagee of any term or provision hereof, including, but not limited to, an Event of Default, shall be deemed to have been made unless expressed in writing and signed by Mortgagee. The waiver of any such term or provision shall not be deemed and shall not constitute a waiver of a subsequent breach of the same or any other term or provision hereof.

24. Part Payment.

Acceptance by Mortgagee of any payment or performance in an amount or degree less than the full payment or performance then due on the Indebtedness, shall be deemed an acceptance on account only, and failure to pay or perform fully when due shall be and continue to be an Event of Default hereunder.

25. Security Agreement.

Without limiting any of the provisions of this Mortgage, Mortgagor, as Debtor and referred to as "Debtor" herein, does hereby grant unto Mortgagee, as Secured Party and referred to as "Secured Party" herein, a security interest in all property

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