

the manner and on the terms set forth in the Loan Agreement.

51. Definitions. The following terms shall, for all purposes of this Mortgage, have the respective meanings herein specified unless the context otherwise requires:

(a) the "Mortgagor" shall mean the Mortgagor herein named and subject to the restrictions set forth in this Mortgage, any subsequent owner or owners of the Property and its or their respective successors and assigns;

(b) the "Mortgagee" shall mean the Mortgagee herein named and any subsequent holder or holders of this Mortgage, and its or their respective successors and assigns;

(c) "Person" shall mean an individual, corporation, partnership, trust, unincorporated organization or government, or any agency or political subdivision thereof, or any business or legal entity;

(d) "Lease" shall mean every lease or occupancy agreement for the use or hire of all or any portion of the Property which shall be in effect at the date hereof, or which shall hereafter be entered into by or on behalf of the Mortgagor; and

(e) "Interest Rate" shall mean the interest rate payable under the Loan Documents.

52. Miscellaneous. (a) This Mortgage and its provisions cannot be changed, waived, discharged or terminated orally but only by an agreement in writing, signed by the party against whom enforcement of the change, waiver,