

event of default, irrespective of how long such failure continues, shall not constitute a waiver by the Issuer of its rights hereunder or impair any rights, powers or remedies consequent on any breach or default by the Corporation.

(b) If the Issuer (i) grants forbearance or an extension of time for the payment of any sums secured hereby; (ii) takes other or additional security for the payment of any sums secured hereby; (iii) waives or does not exercise any right granted herein or in the Agreement; (iv) releases any part of the Facilities from the lien of this Mortgage or otherwise changes any of the terms, covenants, conditions or agreements of this Mortgage or the Agreement; (v) consents to the filing of any map, plat or replat affecting the Facilities; (vi) consents to the granting of any easement or other right affecting the Facilities; or (vii) makes or consents to any agreement subordinating the mortgage lien or security interest hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Mortgage or any other obligation of the Corporation or any subsequent purchaser of the Facilities or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Issuer from exercising any right, power or privilege herein granted or intended to be granted in the event of any default then made or of any subsequent default; nor, except as otherwise expressly provided in an instrument or instruments executed by the Issuer, shall the mortgage lien or security interest of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Facilities, the Issuer, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Facilities or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the Corporation and without in any way releasing or discharging any liabilities, obligations or undertakings of the Corporation.

Section 9.15. Suits to Protect the Facilities. The Issuer shall have power (i) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Facilities by any acts which may be unlawful or any violation of this Mortgage, (ii) to preserve or protect its interest in the Facilities and in the rents, issues, profits and revenues arising therefrom, and (iii) to