

19. RIGHT TO CONTEST TAXES

Mortgagor, at its expense, may contest, after prior written notice to Mortgagee, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any taxes, assessments and charges described in Paragraph 2(c) or any mechanic's lien filed against the Mortgaged Property provided that (a) Mortgagor shall first make all contested payments, under protest if it desires, unless such proceedings shall suspend the collection thereof, (b) neither the Mortgaged Property nor any part thereof or interest therein would be in danger of being sold, forfeited, lost or interfered with, and (c) Mortgagor shall have furnished to Mortgagee such security, if any, as may be required in the proceedings or reasonably requested by Mortgagee.

20. MISCELLANEOUS PROVISIONS

(a) The rights of Mortgagee arising under the provisions and covenants contained in this Mortgage, and the Mortgage Note and in any other documents securing the Indebtedness or any part thereof shall be separate, distinct and cumulative and none of them shall be in exclusion of the others and no act of Mortgagee shall be construed as an election to proceed under any one provision herein or in such other documents to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding. Any action taken under this Mortgage by Mortgagee shall be for Mortgagee's sole benefit and no person or persons shall or may rely upon any action or inaction by Mortgagee pursuant to this Mortgage.

(b) A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof or of the Mortgage Note or any other documents given by Mortgagor to secure the Indebtedness, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Mortgage and of such other documents shall survive and continue in full force and effect.

(c) No charge, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

(d) All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing. All notices, demands and requests by Mortgagee to Mortgagor shall be deemed to have been properly