

SECTION 41. OTHER REMEDIES.

This Mortgage, the Loan Agreement and the other Loan Documents shall be construed together as a single instrument and in any case in which the Co-Mortgagees are authorized to proceed in the manner set forth herein, the Co-Mortgagees may, at their sole option and in lieu of proceeding herein, proceed as to the Mortgaged Property in accordance with the Co-Mortgagees' rights and remedies in respect to the Mortgaged Property under any one or all of the Loan Documents. Any and all remedies herein expressly conferred upon the Co-Mortgagees shall be deemed cumulative with, and not exclusive of, any other remedy conferred hereby or by law or equity or under the Loan Documents on the Co-Mortgagees, and the exercise of any one remedy shall not preclude the exercise of any other. Except as otherwise specifically required herein, notice of the exercise of any right, remedy or power granted to the Co-Mortgagees by this Mortgage is not required to be given.

SECTION 42. BENEFIT OF MORTGAGE.

Nothing in the Mortgage expressed or implied is intended or shall be construed to give to any Person other than the Developer, the Authority, the Trustee and the Surety any legal or equitable right, remedy or claim under or in respect of the First Secured Note or this Mortgage or any provision therein or herein contained, and all such provisions are and shall be held to be for the sole and exclusive benefit of the Developer, the Authority, the Trustee and the Surety.

SECTION 43. RELEASE OF MORTGAGE.

The Co-Mortgagees shall release this Mortgage and the lien hereof by proper instrument or instruments upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid or discharged.

