

competent counsel that the same is superior to the mortgage lien held by MORTGAGEE, except the rights and liens of the Lessor and any prior mortgagees of the Lessor approved in writing by MORTGAGEE; for the title insurance, abstract of title or extension thereof; or in connection with any suit to enforce or foreclose this Mortgage or to recover any sums hereby secured. All such sums so paid by MORTGAGEE shall bear interest at the rate set forth in the said Promissory Note until paid, and for payment of such sums and interest, this Mortgage shall stand as security.

11. No delay or failure of MORTGAGEE to exercise any option herein given or reserved shall constitute a waiver of such option or estop MORTGAGEE from afterwards exercising same or any other option at any time and the payment or contracting to pay by MORTGAGEE of anything MORTGAGOR has herein agreed to pay shall not constitute a waiver of the default of MORTGAGOR in failing to make said payments and shall not estop MORTGAGEE from commencing a foreclosure action on account of such failure of MORTGAGOR. The rights, options, powers and remedies herein provided shall be cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law. MORTGAGEE shall be entitled to foreclose this Mortgage against the premises in its entirety, notwithstanding that the default is attributable to a condition existing with respect to only one of the parcels comprising the premises.

12. The granting to MORTGAGOR, or to any other person, of any extension or extensions of time of payment of the Secured Indebtedness or any sum due under or secured by this Mortgage, or the taking of other or additional security for payment thereof, or waiver by MORTGAGEE of or failure to enforce any covenant or stipulation of the said Lease, Promissory Note, or this Mortgage or to declare any default thereunder shall not operate as a waiver of any subsequent default or affect the right of MORTGAGEE