

any right or remedy under this mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Lender, then and in every such case the Borrower and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding had been taken.

2.07 REMEDIES CUMULATIVE. No right, power, or remedy conferred upon or reserved to the Lender by this mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE THREE

Miscellaneous Provisions

3.01 SUCCESSORS AND ASSIGNS, ETC. Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and every mention of the Borrower, Fee Owner, or Lender shall include the heirs, executors, legal representatives, administrators, successors, and assigns of the party so designated.

3.02 NOTICES. The mailing to Borrower of a written notice or demand by depositing it in any post office, station, or letter box, enclosed in a postpaid envelope addressed to the owner of record of the Mortgaged Property, or directed to said owner at the last address actually furnished to the Lender, shall be sufficient notice and demand to Borrower in any case arising under this instrument and required by the provisions thereof or the requirements of the law.

3.03 TABLE OF CONTENTS, HEADINGS, ETC. The table of contents, the headings of the articles, sections, paragraphs, and subdivisions of this mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.