

16. All agreements between Mortgagor and the Mortgagee contained herein are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration or maturity of the Note, or otherwise, shall the amount paid or agreed to be paid to the Mortgagee for the use, forbearance or detention of the principal amount of the indebtedness exceed the maximum permissible under applicable law. If, from any circumstance whatsoever, fulfillment of any provision of the obligations at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if under any circumstances the Mortgagee should ever receive as interest under any of the obligations an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced by the Note or other obligation and not to the payment of interest. This provision shall control every other provision of all agreements between Mortgagor and the Mortgagee.

17. In case any one or more of the provisions contained in the Note or in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

18. All notices, requests, demands, consents or other communications given hereunder or in connection herewith (for the