

of a day for which the Mortgage is in default, then the Mortgagee shall have the right to give two months' written notice to Mortgagor requiring the payment of the debt secured hereby. If such notice be given, then said debt with accrued interest shall become due, payable and collectible at the expiration of said two months.

40. No provision of this Mortgage or of the written instruments constituting part or all of the obligations secured hereby will require the payment of or permit the collection of interest and additional interest in excess of the maximum amount permitted by the law of any state having jurisdiction hereover. If any excess of interest in such respect exists herein or in said written instruments, or are adjudicated to be so provided for herein or in said written instruments, Mortgagor will not be obligated to pay such excess, and such portion shall be applied toward the payment of the principal of the Note in the inverse order of maturity of such principal.

41. If the Mortgagor shall grant any lien on the property subordinate to this Mortgage, such subordinate lien shall be subject to the condition that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded hereby and by the Note, or any obligation substituted for the Note, may, without the consent of such subordinate lienor, and without any obligation to give notice of any kind thereto, be extended, re-extended, or suspended on any terms whatsoever without in any manner affecting the priority of the lien hereby created, as security for the payment of the indebtedness secured hereby.

*MS*  
*OST*

~~42. Notwithstanding anything to the contrary contained herein, in the event of default, Mortgagee shall first proceed for the satisfaction of the debt secured hereby against the property~~