

46. If Mortgagor shall perform faithfully each and all of the covenants and agreements herein contained, then, and then only, this Mortgage shall become null and void and shall be released in due form at Mortgagor's expense. No release of this conveyance or the lien thereof shall be valid unless executed by the Mortgagee.

47. The intention of the parties being to conform strictly to the usury laws now in force, any contracts for interest in the Note secured by this Mortgage shall be held to be subject to the reduction to the amount allowed under usury laws, held applicable and as now in force, as now or hereafter construed by the court having jurisdiction.

48. No judgment, order or execution entered or issued in any suit, action or proceeding, whether legal or equitable, on this Mortgage or the Note shall provide for satisfaction, payment or enforcement of payment of the Note or the Indebtedness or any claim arising thereunder or under this Mortgage, from any asset or thing other than the Property and the Rents thereof, and such other and further security as may from time to time be given; provided, however, that nothing contained in this paragraph shall limit or be construed to limit or impair the enforcement against the Property of the rights and remedies of the Mortgagee.

49. Notwithstanding anything in this Mortgage or Note to the contrary, in the event Mortgagee applies an amount of any insurance proceeds or condemnation award in excess of \$100,000.00 to the reduction of the principal balance then outstanding, Mortgagor may, upon application to Mortgagee, within six months after such reduction but not thereafter, prepay the entire outstanding principal balance without prepayment consideration unless such Mortgagee's