

given to secure the Indebtedness whether given by Mortgagor or otherwise, in such order as Mortgagee may wish before or after Mortgagee exercises any, some or all of its rights and remedies hereunder without affecting any of Mortgagee's rights or remedies hereunder or thereunder. Mortgagor hereby waives any right or claim of right which it may have, now or hereafter, to cause marshalling of its assets or of any other party giving any of the aforesaid instruments, documents or other security.

16. The invalidity, illegality, or unenforceability of any provision of this Mortgage shall not affect the validity, legality or enforceability of any other provision of this Mortgage.

17. All the covenants, conditions, and agreements hereof shall run with the land and bind the respective successors and assigns, and shall inure to the benefit of and be available to the successors and assigns, of Mortgagor and Mortgagee.

18. Notwithstanding anything to the contrary contained herein, wherever this mortgage provides that interest shall be paid on amounts or expenses advanced, paid or incurred by the Mortgagee pursuant to the provisions hereof, such interest shall be payable at the rate provided for in the Note for overdue installments of principal of the Loan.

19. Anything contained herein to the contrary notwithstanding, Mortgagee shall not charge, take or receive, and Mortgagor shall not be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by applicable law.

20. Mortgagor shall not claim, demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note or on any other sums secured hereby, for so much of the taxes, assessments, or similar impositions assessed against the property covered hereby or any part thereof as are applicable to the Indebtedness and other sums secured hereby or to Mortgagee's interest in the property covered hereby. No deduction shall be claimed from the taxable value of the property covered hereby or any part thereof by reason of the Note, this mortgage or any other instrument securing the Note.

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