

their, and each of their, respective heirs, executors, administrators, successors and assigns. BOOK 1632 PAGE 305

The word "Mortgagor" whenever used herein is intended to and shall be construed to mean the partnership which executes these presents, and its successors and assigns.

33. Obligatory Advances. It is understood and agreed that this Mortgage covers present and future advances, in the aggregate amount secured hereby, made by Mortgagee to or for the benefit of Mortgagor that the lien of such future advances shall relate back to the date of this Mortgage.

34. Usury. Nothing herein contained nor any transaction related thereto shall be construed or shall so operate either presently or prospectively to require Mortgagor (a) to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (b) to make any payment or do any act contrary to law, but if any clause and provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect. Any interest paid in excess of the lawful rate shall be refunded to Mortgagor. Such refund shall be made by application of the excessive amount of interest paid against any sums outstanding under the Note and shall be applied in such order as Mortgagee may determine. If the excessive amount of interest paid exceeds the sums outstanding under the Note, the portion exceeding the said sums outstanding under the Note shall be refunded in cash by Mortgagee. Any such crediting or refund shall not cure or waive any default by Mortgagor hereunder or under the Note. Mortgagor agrees, however, that in determining whether or not any interest payable under the Note or this Mortgage exceeds the highest rate permitted by law, any