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supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance shall be added to the amount of the Note and due upon demand, as shall any liability incurred by the Mortgagee by reason of the imposition of any tax on the making and recording of this Mortgage.

31. Usury Laws. This Mortgage and the Note are subject to the express condition that at no time shall the Mortgagor be obligated or required to pay interest on the principal balance due under the Note at a rate which could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate which the Mortgagor is permitted by law to contract or agree to pay. If by the terms of this Mortgage or the Note the Mortgagor is at any time required or obligated to pay interest on the principal balance due under the Note at a rate in excess of such maximum rate, the rate of interest under the Note shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

32. Recovery of Sums Required To Be Paid. The Mortgagee shall have the right from time to time to commence an action of foreclosure as to any amounts expressly provided in this Mortgage to be added to the Note and due upon demand which are not paid for forty-five days after demand, without regard to whether or not the balance of the Note shall be due, and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.

33. Marshalling. The Mortgagor waives and releases any right to have the Property and Equipment marshalled.

34. Actions and Proceedings. The Mortgagee shall have the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding which the Mortgagee, in its discretion, feels should be brought to protect its interest in the Property.

35. Inapplicable Provisions. If any term, covenant or condition of this Mortgage shall be held to be invalid, illegal or unenforceable in any respect, this Mortgage shall be construed without such provision.

36. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and "the Mortgagor" shall mean "the owner or owners of the Property or any part

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