

Whenever in this Mortgage one of the parties hereto is named or referred to, the successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of the Mortgagee shall bind and inure to the benefits of their successors and assigns, whether so expressed or not.

THIRD: HEADINGS. The headings of the sections, paragraphs, and subdivisions of this Mortgage are for convenience of reference only, and are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

FOURTH: INVALID PROVISION TO AFFECT NO OTHERS. If fulfillment of any provision hereof or any transaction related hereto, or to the Lease, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision 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.

FIFTH: NUMBER AND GENDER. Whenever the singular or