ΩO (

S

CASCALLA TO

to be invalid, illegal or unenforceable in any respect, the Note and this Mortgage shall be construed without such provision.

- 28. <u>Duplicate Originals</u>. This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.
- 29. 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 any subsequent owner or the word "Mortgagor" shall mean "each Mortgagor and/or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein", the word "Mortgagee" shall mean "Mortgagee or any subsequent holder of the Note", the word "Note" shall mean "the Note or any other evidence of indebtedness secured bythis Mortgage", the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity, the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein, and the word "Debt" shall mean all sums secured by this Mortgage. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.
- 30. No Oral Change. This Mortgage may not be modified, amended, changed, discharged or terminated orally, but only by an agreement in writing signed by the party against whom the enforcement of the modification, amendment, change, discharge or termination is sought.
- 31. Exculpation. The liability and obligation of Mortgagor to perform and observe and make good the obligations