

provisions hereof; provided, however, that any such prohibition in any jurisdiction shall not invalidate such provision in any other jurisdiction; and provided, further, that where the provisions of any such applicable law may be waived, they thereby are waived by Mortgagor to the full extent permitted by law to the end that this Mortgage shall be deemed to be a valid and binding agreement in accordance with its terms.

8.10 Binding Effect. This Mortgage shall be binding upon and shall inure to the benefit of the respective successors and assigns of Mortgagor and Mortgagee.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed and its corporate seal to be affixed hereto by its duly authorized officers, as of the date first written above.

Signed, sealed and delivered in the presence of:

U.P.D., Inc.

ATTEST: Paul J. Colletti, ASST. SECRETARY

By: R.E. Fisher
R.E. FISHER
Its Asst. Treasurer

WITNESS: [Signature]

WITNESS: Joseph J. Andreozzi

