

if, for any circumstances whatsoever, the holder of said Note shall ever receive interest, the amount of which would exceed the said highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under said Note and not to the payment of interest. This provision shall control every other provision of all agreements between the Mortgagor and the Mortgagee; provided, however, that nothing contained herein shall be deemed to create a defense, contractual or otherwise, to any sums due or to become due or coming due under this Mortgage, said Note or notes, or any other agreement between the Mortgagor and the Mortgagee where no such defense exists at law, as for example, where corporations are barred from asserting the defense of usury.

32. The name of Gulf Mortgage and Realty Investments is the designation of the Trustees under a Declaration of Trust dated March 20, 1970, as amended and restated, and the Mortgagor and all other persons who may become parties to this Mortgage or rely hereon, in dealing with Gulf Mortgage and Realty Investments, agree to look solely to the Trust property for the enforcement of any claims against Gulf Mortgage and Realty Investments, as neither the Trustees, officers, agents, nor shareholders assume any personal liability for obligations entered into on behalf of Gulf Mortgage and Realty Investments.

IN WITNESS WHEREOF, the Mortgagor has executed these presents under seal the day and year first above written.

Signed, Sealed, and delivered in the presence of:

Carl M. Stewart

J. Dennis Gibson

DISTRIBUTION SERVICES, INC.

By William A. Austin Jr. (SEAL)  
William A. Austin Jr., President

Attest J. D. Parr, Jr. (SEAL)  
J. D. Parr, Jr., Secretary

(Corporate Seal)

