

law, the benefit of any statute or decision relating to the marshalling of assets which is contrary to the foregoing. Mortgagee shall not be compelled to release or be prevented from foreclosing this instrument or any other instrument securing the Note unless the Note and all items hereby secured shall have been paid in full and Mortgagee shall not be required to accept any part or parts of any property securing the Note, as distinguished from the entire whole thereof, as payment of or upon the Note to the extent of the value of such part or parts, and shall not be compelled to accept or allow any apportionment of the indebtedness evidenced by the Note to or among any separate parts of said property.

SECTION 3.08. As used herein, the term "Note" shall mean either or both of the notes comprising the Note.

PROVIDED ALWAYS, and these presents are upon this express condition, that, if Mortgagor shall well and truly pay unto Mortgagee the said sums of money mentioned in the Note and this Mortgage and all sums of money paid by Mortgagee pursuant to the terms of this Mortgage, and the interest thereon, at the times and in the manner mentioned therein or herein, according to the true intent and meaning thereof or hereof, without any credit or deduction for taxes, assessments, water rents or other governmental liens, that then and from thenceforth these presents and the estate hereby granted shall cease, determine and be utterly null and void, anything hereinbefore