

31. Governing Law; Severability. The within Mortgage shall be governed by the law of the state in which the Property is located. If any term or provision of this Mortgage, the Note, or any instrument securing the Note or the application thereof to any person, entity, or circumstance shall, to any extent be invalid or unenforceable, the remaining terms and provisions of this Mortgage, the Note, or any instrument securing the Note and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Mortgage, in the Note or in any instrument securing the Note, whether considered separately or together with other charges levied in connection with this Mortgage, the Note and any instrument securing the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this Mortgage or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.

32. Release. Upon payment of all sums secured by this Mortgage and any other instrument securing same and upon performance by Borrower in accordance with the terms of the within Mortgage, the Note and any instrument securing payment of the Note, this Mortgage shall become null and void, and Lender shall release this Mortgage. Borrower shall pay Lender's reasonable costs incurred in releasing this Mortgage.

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