

aggregate period of such extensions, for the payment of any principal or interest due hereon, or any change or changes in the amount or amounts agreed to be paid hereunder; (iv) to the extent not prohibited by law, waives the benefit of any law or rule of law intended for its advantage or protection as an obligor hereunder or providing for its release or discharge from liability hereon, in whole or in part, on account of any facts or circumstances other than full and complete payment of all amounts due hereunder; and (v) agrees that this Note shall be binding upon it and its heirs, personal representatives successors and assigns.

Borrower promises to pay all costs of collection including reasonable attorneys' fees, upon default in the payment of the principal of this Note or interest hereon when due, whether at maturity, as herein provided, or by reason of acceleration of maturity under the terms of this Note or the Mortgage, whether suit be brought or not.

In the event any one or more of the provisions contained in this Note and/or Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Note or the Mortgage; but this Note and the Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

This Note may not be changed orally but only by an agreement in writing signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

It is stipulated and warranted that the loan evidenced hereby is transacted solely for the purpose of carrying on or acquiring a business or commercial investment.

Anything contained in this Note and/or in any of the Loan Documents to the contrary notwithstanding, in any action or pro-

