

ARTICLE VDefeasanceSection 5.01. Release of Mortgaged Property - Conditions.

If the principal of and interest due on the Note shall be fully paid and discharged as the same become due and payable, together with all other indebtedness secured hereunder, and the Mortgagor shall have kept, observed and performed all and singular the covenants and agreements in such Note and this Mortgage expressed to be kept, observed and performed by it or on its part, then, and in that event, this Mortgage shall become null and void and shall be released in due form by the Mortgagee, at Red Roof's expense; otherwise, this Mortgage shall continue in full force and effect.

ARTICLE VIMiscellaneous

Section 6.01. Successors and Assigns. Reference in this Mortgage to Red Roof, Owner, the Mortgagor and Mortgagee shall in each case be deemed to include the successors and assigns of such party, and all the covenants, stipulations and agreements herein contained are and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

Section 6.02. Separability of Provisions. In the event any one or more of the provisions contained in this Mortgage or in the Note, the performance of which are secured hereunder, should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining