

Mortgagee shall have the right to enter upon the above described property and any other property owned or controlled by Mortgagors which is affected by any of the terms, conditions, provisions, covenants and agreements of any of the Tenants' leases to such extent and as often as Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by Mortgagors. Mortgagee may expend such sums of money as Mortgagee, in its sole discretion deems necessary for any such purpose, and Mortgagors hereby agree to pay Mortgagee immediately upon demand, all sums so expended by Mortgagee, together with interest thereon from the date of each such payment at 8.875% per annum. All sums so expended by Mortgagee, and the interest thereon shall be added to and secured by the lien of this instrument.

That it will promptly and fully keep, perform and comply with all the terms, provisions, covenants and conditions imposed upon Mortgagors under any assignment of any lease or leases of the premises executed by Mortgagors, as assignors, and given to Mortgagee, as assignee, as additional security for the payment of the indebtedness secured hereby and any other agreement given by Mortgagors to Mortgagee as additional security for the payment of such indebtedness. In the event Mortgagors suffer or permit to occur any breach or default under the provisions of any such assignment of lease or leases of the premises or any other agreement given as additional security and such default shall continue for ten (10) days, such breach or default shall constitute a default under the Mortgage and at the option of Mortgagee, and without notice to Mortgagors, all unpaid indebtedness secured by this Mortgage shall become due and payable as in the case of other defaults.

20. The Mortgagors reserve the right to have the Mortgagee, its successors and assigns, seek recovery of any judgment upon the note solely against the real estate and the rentals arising therefrom. No personal deficiency judgment shall be accorded the Mortgagee against the Mortgagors.

21. Prior to the purchase of this Mortgage by Provident, the Mortgagors shall not sell, convey or further mortgage the security hereunder without the prior written consent of the Mortgagee.

22. The Mortgagor, Robert S. Small, Jr., is the owner as Lessee of Leases to the property described in Schedule A, attached hereto from Donivan P. Dempsey and Dorothy E. Cunningham, the owners thereof fee simple, both dated December 13, 1976, as amended by Addenda to Lease, both dated May 9, 1977, as further amended by Addenda to Lease dated May 11, 1977, as further amended by Addenda to Lease dated May 25, 1977 and as further amended by Addenda to Lease dated June 13, 1977, for a period of twenty-five (25) years, commencing on September 30, 1977, and ending on midnight September 30, 2002. Said Leases confer on Lessee the right and option to extend the terms for two (2) successive periods of five (5) years each. Donivan P. Dempsey and Dorothy E. Cunningham have executed the mortgage to encumber all their right, title and interest in and to the above described property but expressly do not undertake hereby any personal liability on their part to pay the indebtedness due on the note which this mortgage secures.

23. The Mortgagors, Donivan P. Dempsey and Dorothy E. Cunningham, reserve the right that, in the event of any default in the terms and conditions of this mortgage or in the note which this mortgage secures, the Mortgagee or its assigns shall duly notify them of the existence of such default, but without any liability on the part of the Mortgagee for the failure to so notify them and, furthermore, that in the event of a default in said note and mortgage as aforesaid, the Mortgagee herein or its assigns will accept payment or performance by Donivan P. Dempsey and Dorothy E. Cunningham and that such payment or performance will cure the default under the said note and mortgage as effectively as though made by Robert S. Small, Jr.