

28. That at any time within 30 days after notice and demand by the mortgagee, the mortgagors will furnish to the mortgagee current balance sheets and statements of income and surplus (certified to the mortgagee's satisfaction) of the mortgagors and, to the extent that the mortgagors are able by reasonable diligence to secure the same, of the tenants under any leases specified in such notice and of any guarantors of any such leases or of all or any part of the indebtedness secured by this mortgage, and that the mortgagors consent to the delivery by the mortgagee to any purchaser or prospective purchaser of all or part of this mortgage of (i) such information as the mortgagee receives pursuant to the provisions of this mortgage and (ii) such other information as the mortgagee may have with respect to (a) the indebtedness secured by this mortgage and the documents relating thereto, (b) the premises and (c) the mortgagors, any such tenants, and any such guarantors.

29. That the mortgagors, upon request from the mortgagee, will pay to the mortgagee, on the first day of each and every month thereafter ensuing, in addition to the principal, interest and any other payments required by the note or this mortgage, an amount (Escrow Fund) equal to 1/12 of all taxes and assessments (and, if so requested, 1/12 of the insurance premiums) on or against the premises to become payable during the ensuing 12 months, as estimated from time to time by the mortgagee, (but with the first such payment to be in such amount as shall, with the succeeding payments, be sufficient to pay said charges at least 30 days before they become due and payable, such sums to be held by the mortgagee (without any obligation to pay interest thereon and which sums may be commingled with other funds of the mortgagee) and applied to the payment of such charges prior to their becoming delinquent; that if the Escrow Fund is insufficient to pay the said charges as they become due and payable, then the mortgagors shall pay to the mortgagee promptly upon demand any amount necessary to make up the deficiency on or before the date when such charges shall be due; that any amount in the Escrow Fund from time to time, until the same shall be applied as above provided, shall constitute additional collateral security for the indebtedness secured by this mortgage, and that in the event of any default under the note or this mortgage, any part or all of the Escrow Fund may be applied by the mortgagee, at its option, to any part of the indebtedness secured by this mortgage.

30. That the whole of the principal sum and the interest shall become due at the option of the mortgagee upon the transfer or other disposition or encumbrance, by mortgage or otherwise of the premises or any part thereof, or upon the occurrence of a material change in the identity or control of the mortgagors (other than through death), without the written consent of the mortgagee, said consent not to be unreasonably withheld.

31. The mortgagor, T. Walter Brashier, shall not be liable for any deficiency or other money judgment sought or obtained in any action or proceeding under or for the enforcement of any obligations secured by this mortgage.

32. The mortgagors, Kathy Anne Duncan, T. Walter Brashier, Jr., Martin Timothy Brashier and Christine M. Brashier, fee owners of the premises herein described, join in the execution hereof for the sole purpose of subjecting all of their right, title and interest in and to the said premises to the lien of the within mortgage; provided, however, that the said Kathy Anne Duncan, T. Walter Brashier, Jr., Martin Timothy Brashier and Christine M. Brashier, their heirs, personal representatives or assigns, shall not be liable for any deficiency or other money judgment sought or obtained in any action or proceeding under or for the enforcement of any obligations secured by this mortgage.

IN WITNESS WHEREOF, this mortgage has been duly executed by the mortgagors the day and year first above written.

In the Presence of:

Kayle Zatta
Jay D. Bellwood

T. WALTER BRASHIER

(Cont'd.)