

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 Mortgagor. Mortgagee may expend such sums of money as Mortgagee, in its sole discretion deems necessary for any such purpose, and Mortgagor hereby agrees to pay to Mortgagee immediately upon demand, all sums so expended by such payment at thirteen (13%) per cent per annum. All sums so expended by Mortgagee, and the interest thereon shall be added to and secured by the lien of this instrument.

19. That Mortgagor will promptly and fully keep, perform and comply with all the terms, provisions, covenants and conditions imposed upon Mortgagor under any assignment of any lease or leases of the premises executed by Mortgagor, as assignor, and given to Mortgagee, as assignee, as additional security for the payment of the indebtedness. In the event Mortgagor suffers or permits to occur any breach or default under the provision of any such assignment or lease or leases of the premises or any other agreement given as additional security and such default shall continue under the Mortgage and at the option of Mortgagee, and with notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall become due and payable as in the case of other defaults.

20. The indebtedness secured by this mortgage may only be prepaid as follows: No prepayment of the principal of this Note shall be allowed prior to the 5th anniversary of the date hereof. After the 5th anniversary of the date hereof, the principal of this Note may be prepaid in whole but not in part, on any interest payment date herein, provided that: (1) Not later than sixty (60) days prior to such prepayment, Maker delivers written notice to Holder, at the address set forth above, that Maker intends to prepay the Note in full on the date specified in such notice; and (2) Maker pays to Holder at the time of such prepayment, a percentage of the prepaid principal amount as a prepayment premium. Such percentage shall be the product obtained by multiplying the prepaid principal amount by the product of the following:

- (a) the amount obtained by subtracting the annualized yield on a United States Treasury Bill, Note, or Treasury Bond with a maturity date which occurs closest to the maturity date of this Note, as such interest rate is reported in the Wall Street Journal on the business day preceding the date of prepayment, from thirteen (13%) per cent; multiplied by
- (b) the number of years and fraction thereof remaining between the date of the prepayment and the maturity date of this Note.

The receipt by Mortgagee of any insurance or condemnation proceeds and application thereof to the mortgage indebtedness will not be construed as a prepayment for purposes of the prepayment penalty.

21. The covenants contained in the Note, this Mortgage and all other instruments executed by Mortgagor obligating Mortgagor to pay the mortgage indebtedness are included in the Note, this Mortgage and such other instruments for the purpose of establishing and continuing the existence of the mortgage indebtedness.