

§ 21. If the mortgagor consists of more than one party, such parties shall be jointly and severally liable under any and all obligations, covenants and agreements of the mortgagor contained herein.

§ 22. The mortgagor will duly and punctually make all payments due with respect to any lease of any equipment, conditional sale contract, conditional bill of sale or chattel mortgage.

§ 23. The mortgagor will not enter into any purchase or other agreement with respect to any equipment, including a conditional sale contract, conditional bill of sale, chattel mortgage or lease, which does not provide for the following:

(a) 30 days' written notice to the mortgagee of any intention on the part of any person who has the right so to do to declare a default under the terms of any such purchase or other agreement;

(b) the right of the mortgagee, at the option of the mortgagee, to cure, within 30 days after the aforesaid notice, such default and to take possession of such equipment subject to the obligations of the mortgagor under such purchase or other agreement; and

(c) the right of the mortgagee to execute an assumption of the obligations under such purchase or other agreement and to obtain possession of such equipment.

The mortgagor will, on May 1st, of each year hereafter, furnish to the mortgagee a schedule of all payments on leases, conditional sale contracts, conditional bills of sale and chattel mortgages for the 12 month period next succeeding the date of such schedule showing the amount of each payment, the payee and the date on which each such payment is due. The mortgagor will notify the mortgagee within 5 days of any default of the mortgagor in respect of any of the obligations of the mortgagor under any such lease, conditional sale contract, conditional bill of sale or chattel mortgage.

§ 24. The mortgagor will cause the premises to be used and maintained primarily as a bowling alley establishment and will cause the premises and all parts thereof to be used only for lawful purposes.

§ 25. In the event of the passage after the date of this mortgage of any law of the jurisdiction in which the premises are located deducting from the value of real property for the purposes of taxation any mortgage or lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage or the manner of the collection of any such taxes, so as to affect this mortgage, the holder of this mortgage and of the indebtedness secured hereby shall have the right to declare the principal sum and the interest due on a date to be specified by not less than 30 days' notice to be given to the mortgagor by the mortgagee, provided, however, that such election shall be ineffective if the mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if prior to such specified date the mortgagor does pay such tax and agrees to pay any such taxes thereafter assessed or levied (any such agreement being deemed to be a modification of this mortgage).

§ 26. This mortgage cannot be changed except by an agreement in writing signed by the party against whom enforcement of the change is sought. The covenants contained in this mortgage shall run with the land and bind the mortgagor, the heirs, personal representatives, successors and assigns of the mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the premises and the equipment, and shall inure to the benefit of the mortgagee, the personal representatives, successors, assigns and agents of the mortgagee and all subsequent holders of this mortgage. The word "mortgagor" shall be construed as if it read "mortgagors" whenever the sense of this mortgage so requires.

§ 27. The mortgagee shall have the right from time to time to sue for any sums whether interest, damages for failure to pay principal or any instalment thereof, taxes, instalments of principal or any other sums required to be paid under the terms of this mortgage or the note, as the same become due, without regard to whether or not the principal sum secured or any other indebtedness secured by the mortgage shall be due and without prejudice to the right of the mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the mortgagor existing at the time such earlier action was commenced.

§ 28. If at any time the United States of America or any State or other jurisdiction shall require documentary stamps or other tax stamps to be affixed to the mortgage or note, the mortgagor will pay the same together with any interest or penalties imposed in connection therewith.

§ 29. If and when the note secured hereby shall have become due and payable, the mortgagor shall pay or cause to be paid the full amount due for principal and interest and, if the mortgagor shall pay or cause to be paid in full such note, together with accrued interest on the unpaid principal amount thereof to the maturity date, and shall also pay or cause to be paid all other sums payable at or prior to the maturity of the note in accordance with the provisions thereof and of this mortgage and any other indebtedness secured hereby and if all of the provisions hereof shall have been fulfilled, then and in that case this mortgage shall cease and determine, and the mortgagee shall, at the expense of the mortgagor, satisfy and acknowledge the same and execute and deliver such deeds or other instruments as are requisite to satisfy the lien hereof and to grant, bargain, sell, release, convey, assign, transfer and confirm to the mortgagor the premises and the equipment.

§ 30. The mortgagor will not transfer title to the premises, to any building on the premises, to any of the equipment on the premises, or to any business conducted on the premises, without the prior written consent of the mortgagee, which shall not be unreasonably withheld.

§ 31. This mortgage shall be construed in accordance with and governed by the laws of the jurisdiction in which the premises are located.

§ 32. Notices, demands or requests made hereunder shall be in writing and shall be served by registered mail, return receipt requested, and shall be deemed to have been given on the date of mailing thereof. Unless notified by the other party of a change of address, notices, demands or requests shall be mailed to the mortgagee and the mortgagor at their respective addresses noted above.