

8. Upon a default in any of the terms of the note secured hereby, or upon a breach of any condition or covenant of this mortgage deed, foreclosure proceedings may be instituted, at the option of the Grantee. In any such action, the Grantee shall be entitled, without notice and without regard to the adequacy of the security of the debt, to the appointment of a receiver of the rents and profits of the mortgaged premises. If, in contemplation of legal proceedings, by reason of any default hereunder, the Grantee shall incur expense for title examination, said Grantee shall have an immediate claim against the Grantor therefor together with a lien on said premises under this mortgage deed for the amount thereof. In case of foreclosure, the mortgaged premises may be offered for sale in one or more parcels at the election of the Grantee.

9. The Grantee is authorized and empowered to do all things provided to be done by a mortgagee under Section 1311.14 of the Ohio Revised Code, and under the act of the legislature passed May 27, 1915, 106 Ohio Laws, Pages 522-534, and any amendments or supplements thereto.

10. The grantor will not without the prior written consent of the grantee erect any additional buildings, or make any structural changes in or any alterations to the improvements now located on the mortgaged premises or in the improvements to be constructed thereon with the proceeds of this loan.

NOW, THEREFORE, if the Grantor shall well and truly perform all the conditions of this deed and pay said note and all other liabilities which shall be secured hereby, then this Deed shall be void, otherwise it shall remain in full force and effect.

The covenants herein contained shall bind the heirs, executors, administrators, successors and assigns of the Grantor, and any holder hereof shall succeed to all rights, powers and options herein given to the Grantee.

IN WITNESS WHEREOF, the Grantor has executed this mortgage deed this 4th day of April, 1967

Signed and Acknowledged in Presence of AMERICAN MONORAIL COMPANY

[Handwritten signatures of Joseph C. Oakley and William M. Nelson]

By Harry F. Fisher Pres.

And William M. Nelson Secy.

STATE OF OHIO }
CUYAHOGA COUNTY } ss.
Before me, a Notary Public in and for said County, personally appeared the above named _____
who acknowledged that _____ did sign the foregoing instrument and the same is _____ free act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland, Ohio, this _____ day of _____, 19____

Notary Public

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me J. ROBERT SWARTZ and made oath that he saw the within named American Monorail Company sign, seal and as their act and deed, deliver the within instrument, and that he with Joseph C. Oakley witnessed the execution thereof.

Sworn to before me, this 4th day of April, 1967 J. Robert Swartz
ELOISE REID, Notary Public

STATE OF OHIO }
CUYAHOGA COUNTY } ss. My commission expires Nov. 17, 1971 Eloise Reid
Notary Public

Before me, a Notary Public in and for said County, personally appeared the above named _____ American MonoRail Company
by James J. Fischer its President
and William M. Nelson its Secretary
who acknowledged that they did sign the foregoing instrument for and on behalf of said Corporation, by authority of its Board of Directors, and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 4th day of April, 1967

This Instrument was Prepared By James J. Fischer
CENTRAL NATIONAL BANK OF CLEVELAND Notary Public

Recorded May 29th, 1967 at 9:30 A.M. # 28949