

may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Mortgagor in the rental or leasing thereof or any part thereof. The right to enter and take possession of the premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. After paying costs of collection and any other expenses incurred the proceeds shall be applied to the payment of the indebtedness secured hereby in such order as Mortgagee shall elect, and Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee.

11. In case the indebtedness secured hereby or any part thereof is collected by suit or action or this mortgage is foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, Mortgagor shall be chargeable with all costs and expenses, including reasonable attorney's fees, which shall be immediately due and payable and added to the mortgage indebtedness and secured hereby.

12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, pledge, contracts of guaranty, assignments of leases, or other securities, Mortgagee may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

13. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

14. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.
- b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
- c. Exercise or refrain from exercising or waive any right Mortgagee may have.
- d. Accept additional security of any kind.
- e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

16. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

If Mortgagor shall fully perform all obligations, covenants and agreements of this mortgage, and of the note secured hereby, then this mortgage and all assignments herein contained shall be null and void; otherwise to remain in full force and effect.

This mortgage shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

16. (a) The Mortgagor, for itself, successors and assigns, covenants to pay Prudential not later than 120 days after the end of each fiscal year, additional interest in an amount equal to 10% of gross revenues for the previous fiscal year which exceeds an amount computed by adding (1) \$91,605, and (2) \$210,000, multiplied by the annualized increase, if any, of the Consumer Price Index of the United States Bureau of Labor Statistics (on the 1957-59 equals 100 standard) over the level of such index for the month of the commencement of the loan term.

It is understood that the revenue referred to is the total of all gross room income and rental for the restaurant and meeting room, excluding reimbursement to motel by guests for personal laundry and dry cleaning charges, long distance telephone calls and restaurant meals, and that the obligation to pay the aforesaid additional interest will not cease upon a later sale, lease or other assignment of interest in this property, regardless of the consideration received by the seller, landlord or assignor, as the case may be.

In the event that the loan is closed to Prudential on some date other than the first day of a fiscal year, the initial payment due under this covenant shall be based on 10% of the gross revenue in excess of the sum resulting from dividing an amount computed by adding (1) \$91,605, and (2) \$210,000, multiplied by the annualized increase, if any, of the Consumer Price Index of the United States Bureau of Labor Statistics (on the 1957-59 equals 100 standard) over the level of such index for the month of the commencement of the loan term by 365 and multiplying the result by a number of days between date of the Mortgage and last day of fiscal year.

In the event that the loan is paid in full on some date other than the last day of a fiscal year, the payment due under this covenant shall be based on 10% of the gross revenue in excess of the sum resulting from dividing an amount computed by adding (1) \$91,605, and (2) \$210,000, multiplied by the annualized increase, if any, of the Consumer Price Index of the United States Bureau of Labor Statistics (on the 1957-59 equals 100 standard) over the level of such index for the month of the commencement of the loan term by 365 and multiplying the result by the number of days between the first day of the fiscal year and the date loan is paid in full.

The Mortgagor herein covenants that it will furnish to the Mortgagee each year an itemized statement of annual income and expense, bearing C.P.A. certification, with respect to the premises conveyed within 120 days after the close of each fiscal year.

- (b) The Mortgagor further covenants that the parking area and drives containing not less than 144 marked parking spaces shall be maintained constantly and that without the prior written consent of the Mortgagee no buildings or other structures shall be erected thereon and no new buildings or additions to existing buildings shall be erected on the remainder of the security.
- (c) The Mortgagor, its successors or assigns shall not further encumber the security herein described, without first securing the prior written consent of the Mortgagee. In the event of a breach of this covenant, all the indebtedness secured hereby shall become and be immediately due and payable at the option of the Mortgagee, without notice or demand which are hereby expressly waived.