

It is understood and agreed that any interest not paid when due hereunder shall become a part of the principal debt and bear interest at the same rate.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then in any said events the Mortgagor promises to pay all costs and expenses, including a reasonable attorney's fee, these to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

The Mortgagor agrees to deliver to the holder of said note, on or before the first day of April, 1973, and on or before the first day of April in each year thereafter, a statement certified to by an independent Certified Public Accountant satisfactory to the holder of said note showing the gross receipts for the preceding calendar year, and promises to pay to the holder of said note as additional interest, on or before the due date for delivery of each such statement, 20% of the amount by which the gross receipts for the preceding calendar year exceed the sum of \$237,000.00. For the purposes of this paragraph, the term "gross receipts" shall mean the gross amount of payments made as rent, fees, charges or otherwise for the use or occupancy of any part of the property conveyed or encumbered as security for the payment of said note or for any services, equipment or furnishings provided in connection with such use or occupancy, whether such payments be made to the Mortgagor or to any other person or entity whatsoever, excepting payments made to a sublessor unrelated to and unaffiliated with the Mortgagor and who leased from the Mortgagor a portion of said property for the purpose of occupying the same. Neither the obligation to pay additional interest nor the manner herein prescribed for the computation of the amount of such additional interest shall constitute the holder of said note and the Mortgagor as partners or joint adventurers, and the term "payments" shall include cash and the cash value of any property or other consideration given in lieu of and in addition to cash. The obligation of the Mortgagor to make the payment of the additional interest as provided in this paragraph is expressly limited so that the aggregate amount of all interest on said note charged to the Mortgagor or accruing hereunder for any year shall never exceed the rate of 18%. (It is specifically agreed that the receipts from the Day Care Center will not be included in the calculation of receipts subject to contingent interest.)

NOW, KNOW ALL MEN, that the said Mortgagor for and in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof with the interest thereon to the said Mortgagee according to the terms of said note and also for and in consideration of the sum of Three Dollars in hand paid by the said Mortgagee to the Mortgagor, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released and by these presents does grant, bargain, sell, convey and release unto the Mortgagee and to its successors, legal representatives and assigns forever, all of the following described land, buildings, improvements, fixtures, furniture and appliances and other personal property (hereinafter sometimes collectively called the "premises"), to-wit:

- (a) All that piece, parcel or lot of land with the buildings and improvements thereon, more particularly described in Schedule "A" attached hereto and made a part hereof.
- (b) All gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water-closets, basins, pipes, faucets and other air-conditioning, plumbing and heating fixtures, mirrors, mantles, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material and equipment now or hereafter delivered to the premises and intended to be installed therein; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting premises of the character hereby conveyed;