

AND IT IS AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection by suit or otherwise, that all costs and expenses incurred by the Mortgagee, including a reasonable attorney's fee based upon the amount involved, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

THE MORTGAGOR FURTHER COVENANTS AND AGREES that no building on the premises shall be altered, removed or demolished without the consent of the Mortgagee; and that the Mortgagor within five (5) days, upon request in person, or within ten (10) days, upon request by mail, will furnish a written statement duly acknowledged of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if the Mortgagor, the said The Ervin Company, its Successors and Assigns, does and shall well and truly pay, or cause to be paid, unto the said Mortgagee, MassMutual Mortgage and Realty Investors, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Note, and according to the terms of same, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that said Mortgagor, The Ervin Company, shall be entitled to hold and enjoy the said premises until default of payment shall be made.