

or Note secured hereby.

4. In case the Grantor fails to make payment of any taxes, assessments, liens, insurance premiums or any other charges herein covenanted by them to be paid at the time when the same shall become due and payable, or shall default in the performance of any other covenant hereunder or under any Construction Loan Agreement or other loan agreement made in connection with any loan secured hereby, then, in such case, the Grantee in its discretion, but no obligation is hereby imposed upon it so to do, or any receiver appointed hereunder, may make payment of any such sums and perform any such covenants in respect of which there has been a default, and the Grantor agrees promptly to repay any sums so advanced, without demand, with interest at the Default Interest Rate from the date of such payments or advances and such sums so advanced or expended, with interest as aforesaid, together with reasonable attorney fees, shall be secured hereby and shall be included or allowed in any judgment or decree in any foreclosure suit or other proper judicial proceeding, but no such advance shall relieve the Grantor of the consequences of any such default.

5. If required by Grantee, Grantor will make monthly deposits with Grantee, in a non-interest bearing account, at the same times as installments of principal and interest are payable, of a sum equal to one-twelfth (1/12th) of the estimated yearly taxes and assessments levied or to be levied against the mortgaged property as estimated by Grantee. Such deposits shall be applied by Grantee to the payment of such taxes and assessments when due. Any insufficiency of such account to pay such taxes and assessments when due shall be payable by Grantor on demand. Upon any default under this mortgage, Grantee may apply any funds in said account to any obligation then due under this mortgage. The enforceability of other covenants relating to taxes and assessments herein provided will not be affected by this paragraph except insofar as the obligations thereunder shall have been actually met by compliance with the terms of this paragraph. Grantee may at any time hereafter at its option waive, and after such waiver reinstate, any or all of the provisions of this paragraph with respect to the making of monthly deposits for estimated yearly taxes, assessments and insurance premiums by notifying Grantor in writing of such waiver or reinstatement. While any such waiver is in effect, Grantor will pay taxes, assessments and insurance premiums for which monthly deposits have been waived as elsewhere provided in this Mortgage Deed.

6. The Grantor hereby covenants that it will not transfer or convey the mortgaged premises during the first five years of the loan term to other than an entity controlled by The Kassuba Development Corporation or by Walter J. Kassuba. Any such prohibited transfer or conveyance shall constitute an event of default under this mortgage. The foregoing notwithstanding, Grantee agrees that additional financing in the form of a second mortgage or sale and leaseback may be placed on the property. Lender agrees that it will endeavor as a courtesy to notify any such secondary lender of a default under this mortgage and give such secondary lender a reasonable opportunity to cure, provided, however, that Grantee shall incur no liability for failure to so notify any such secondary lender and that such a failure shall not constitute an impairment to foreclosure of this mortgage.

7. Grantor will pay the cost of an AIDA Policy of Title Insurance or other evidence of title satisfactory to Grantee showing title to the mortgaged property to be as herein warranted, and the cost of any extension or addendum thereto that Grantee may require from time to time.

8. Such expenses and fees as may be incurred in the protection of the mortgaged property and the maintenance of the lien of this instrument or