

23. *That in the event the Mortgaged Property is conveyed by the Mortgagor, at the option of the Mortgagee, the entire principal indebtedness and all other sums hereby secured shall become immediately due and payable. *If the

Intentionally omitted lender shall assign this mortgage, para. 23 shall be deemed to be deleted. ~~24. / That the clauses and covenants contained herein which are construed by Section 254 and 291-f of the Real Property Law of New York (excluding subdivision 4 of said section 254 as provided herein) shall be construed as provided in those sections; that the additional clauses and covenants contained herein shall afford rights supplemental to and not exclusive of the rights conferred by the clauses and covenants construed by said sections 254 and 291-f and shall not impair, modify, alter or defeat such rights notwithstanding that such additional clauses and covenants may relate to the same subject matter or provide for different or additional rights in the same or similar contingencies as the clauses and covenants construed by such sections 254 and 291-f; that the rights of the Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision hereof to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.~~

25. That in the event there is a condemnation or taking of the Mortgaged Property, or any part thereof, by any governmental authority having jurisdiction prior to the maturity of the indebtedness secured hereby, the Mortgagor hereby agrees to pay the difference in the interest received by the Mortgagee from the governmental authority and interest on the amount received from the governmental authority at the rate of interest provided for in the Note from the date of such condemnation or taking to the date of the payment by the governmental authority.

26. That waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof or of the Note or of the Building Loan Agreement shall apply to the particular instance or instances and at the particular time or times only and no such waiver shall be deemed a continuing waiver, but all the terms, covenants, conditions and other provisions of this Mortgage, the Note and the Building Loan Agreement shall survive and continue in full force and effect.

27. That if the Mortgagor consists of more than one person, such Mortgagors shall be jointly and severally liable under any and all obligations, covenants and agreements of the Mortgagor contained herein.

28. That this Mortgage may not be changed or terminated orally; that the covenants contained in this Mortgage shall run with the land and bind the Mortgagor, the heirs, personal representatives, successors and assigns of the Mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall enure to the benefit of the Mortgagee, the successors and assigns of the Mortgagee and all subsequent holders of this Mortgage; that the word "Mortgagor" shall be construed as if it read "Mortgagors" and the word "Mortgagee" shall be construed as if it read "Mortgagees" whenever the sense of this Mortgage so requires.

29. In any action brought to enforce the obligation of the Mortgagor to pay the Note or to enforce the obligations of the Mortgagor hereunder the judgment shall be enforceable against the Mortgagor and its assets only to the extent of 20% of the obligations of the Mortgagor evidenced by the Note or secured by this Mortgage and, as to the balance of those obligations only against its interest in the Mortgaged Property or any other property subject to any other security instrument securing the Note, and in a foreclosure proceeding, no deficiency judgment shall be sought or obtained against the Mortgagor in excess of 20% of the obligations of the Mortgagor evidenced by the Note or secured by this Mortgage, provided, however, the foregoing limitation of liability shall not apply to, or limit the rights of the Mortgagee under the Guaranty of Walter J. Kassuba and Christina A. Kassuba delivered to the Mortgagee with respect to the indebtedness secured hereby. The Mortgagor waives any right or claim of right to cause a marshalling of its assets or the Guarantor's assets or to proceed against any particular asset in any particular order.

30. Upon fifteen (15) days prior written notice this Mortgage and the sums due under the Note secured hereby may be prepaid, in whole or in part, upon payment of the sums being prepared together with accrued interest thereon to the date of prepayment. Any partial prepayments shall be applied in the inverse order of their maturity. *without penalty.

31. With reference to paragraph "8", statement may be prepared and certified by a principal financial officer of mortgagor.

IN WITNESS WHEREOF, this Mortgage has been duly executed by the Mortgagor.

By Laurence E. Klein
Claire B. Mailon
Donald D Kennedy
Donald Kennedy, Secretary

• NATIONAL ASSETS MANAGEMENT CORPORATION
By Robert E. Slater
Robert E. Slater, Chairman of the Board of Directors