

19. Mortgagor further covenants and agrees:

(a) That no rent shall be collected from any Lessee, leasing any or all of the mortgaged premises, more than two (2) months in advance of its accrual.

(b) That it shall perform any and all acts necessary to keep any leases or all space leases in force.

20. If the Mortgagor shall make an assignment for the benefit of creditors, or if a receiver be appointed for the Mortgagor or any part of the mortgaged premises, or if the Mortgagor files a petition in bankruptcy, or is adjudicated a bankrupt or files any petition or institutes any proceedings under the Federal bankruptcy laws of the United States, then on the happening of any one or more of these events, the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, and this Mortgage may thereupon be foreclosed for the whole of said principal, interest and costs.

This Mortgage shall inure to and bind the successors and assigns of the parties hereto.

Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagor does and shall well and truly pay or cause to be paid unto the said Mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said Mortgagor shall be entitled to hold and enjoy the said premises until default shall be made as herein provided.

WITNESS the hands of Frank Ewing and J. R. Hungiville, partners of Ewing-Hungiville, a General Partnership, Mortgagor, this 20th day of November, 1974, in the one hundred and ninety-ninth year of the Sovereignty and Independence of the United States of America.

WITNESSES:

EWING-HUNGIVILLE, A General Partnership

[Handwritten signature]

[Handwritten signature]

Margaret H. Query

By: *[Handwritten signature]*

Frank Ewing, Partner
[Handwritten signature]

J. R. Hungiville, Partner

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