- 12.d. Any deficiency in the amount of the aggregate monthly payment herein or in the Note provided for shall constitute a default under this Mortgage. In the event that any payment or part thereof shall remain unpaid for a period in excess of fifteen (15) days after the due date, a "late charge" of four cents (4¢) for each dollar (\$1) so overdue may be charged by the Mortgagee or holder for the purpose of defraying the expense incident to handling such delinquent payment.
- 12.e. The Mortgagor within five days upon request in person, or within ten days upon request by mail, will furnish a statement of the amount due on this note and mortgage.
- shall remain in full force and effect and is hereby in all respects ratified, acknowledged and confirmed. Mortgagor covenants that there is now due and owing on said Mortgage and the Note secured thereby the sum of \$2,700,000.00 without offset or defense of any kind. All references herein and in the Mortgage to the secured Note and the terms thereof shall be deemed to refer to the secured Note hereinabove described as the same shall be modified by the parties hereto on or about the date hereof.
- 13. This agreement shall be effective upon and only upon assignment of the Mortgage to the Mortgagee.

IN WITNESS WHEREOF, the Mortgagor caused these presents to be executed in its name by a general partner thereunto duly authorized, and the Mortgagee has caused these presents to be executed by its duly authorized officer on the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

PRESENCE OF:
<u>Paula Kay Volstor</u>

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GREENVILLE ASSOCIATES, LTD.

and by Makey Higher

SEAL)

THE COMMUNITY SAVINGS BANK

Assistant Secretary

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