

property to a condition satisfactory to the Mortgagee; or (4) release the same or any part thereof to the Mortgagor; and the Mortgagor hereby covenants and agrees to and with the Mortgagee, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award and awards to the Mortgagee, free, clear and discharged of any and all encumbrances of any kind and nature whatsoever.

7. That if any action or proceeding be commenced, excepting an action to foreclose this Mortgage or to collect the indebtedness hereby secured, to which action or proceeding the Mortgagee is made a party by reason of the execution of this Mortgage or the note which it secures, or to which the Mortgagee deems it necessary to defend, uphold or assert the lien of this Mortgage or the priority thereof or possession of said premises, all sums paid by the Mortgagee for expenses, including attorneys' fees, incurred in any such action or proceeding shall be repaid by the Mortgagor, together with interest thereon from date of payment at Eleven per cent (11%) per annum, and any such sum and the interest thereon shall be immediately due and payable, and shall be secured hereby with the benefit of the lien hereby created and of its priority.

8. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee, or its assigns, and no extension of the time for the payment of the debt secured hereby given by the Mortgagee or its assigns, shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or in part.

9. That the Mortgagor will pay all sums, the failure to pay which may result in the acquisition of a lien prior to the lien of this Mortgage, before such a prior lien may attach.

10. To operate such property at all times as restaurant buildings and not to acquire including but not limited to, any fixtures, equipment, furnishings, chattels, restaurant machines, dispensers or apparatus covered by this Mortgage subject to any security interest or other charge or lien taking precedence over this Mortgage.

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