

to be furnished by the Mortgagor. Payments from said reserve fund for said purposes may be made by the Mortgagee at its discretion even though subsequent owners of the property described herein may benefit thereby. In the event of any default under the terms of this Mortgage, any part or all of said reserve fund may be applied to any part of the indebtedness hereby secured and in refunding any part of said reserve fund the Mortgagee may deal with whomever is represented to be the owner or owners of said property at that time.

11. Concurrent with the execution of this Mortgage and Security Agreement, the Mortgagor is executing an Assignment of Lease and Agreement of even date executed by Mortgagor in favor of Mortgagee to further secure the debt secured by this Mortgage, under which said Assignment of Lease and Agreement the Mortgagor assigns to Mortgagee all of the right, title, interest, estates and benefits whatsoever of Mortgagor under the A & P Lease, as said Lease may from time to time be hereinafter modified extended or renewed, and it is agreed and understood by and between the parties to this Mortgage that any breach by Mortgagor of its covenants and agreements contained in said Assignment of Lease and Agreement shall constitute an event of default under this Mortgage and Security Agreement, at the option of the Mortgagee.

12. In any action brought to enforce the obligation of the maker of the Note secured hereby to pay the indebtedness evidenced by such Note or to enforce the obligation of the party executing this instrument to pay any indebtedness or obligation created or arising under this instrument, the judgment or decree shall be enforceable against such party only to the extent of the party's interest in the property covered hereby or subject to any other security instrument securing said Note, and any such judgment shall not be subject to execution on, nor be a lien on, assets of the Trust or any Trustee or Beneficiary thereof other than their interests in the property covered hereby or subject to any other security instrument securing said Note.

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