

RIDER

1. Mortgagor agrees to provide mortgagee within 60 days of the close of each fiscal year of the mortgagor and at such other times as may reasonably be required by the mortgagee, with statements of income and expense, and the rent roll for the Premises, and with the balance sheet and financial statement of mortgagor.
2. Mortgagor warrants that the proceeds of the loan secured hereby will not be used for the purchase of registered equity securities as defined by Regulation G issued by the Board of Governors of the Federal Reserve System.
3. In the event that the Premises is conveyed, or if title passes in any manner whatsoever, voluntarily or involuntarily, to a business entity which is not controlled by Stanley Stern or a person related to Stanley Stern by blood, marriage or adoption, at its option the Mortgagee may declare the principal sum then owing under the Note secured by this mortgage to be due and payable.
4. In the event the controlling interest in the partnership interests of the mortgagor is transferred, voluntarily or involuntarily, to a person not related by blood, marriage, or adoption to Stanley Stern without the consent of the Mortgagee at its option the Mortgagee may declare the principal sum then owing under the Note secured by this mortgage to be due and payable.
5. Mortgagor shall be under no personal liability for payment of the indebtedness secured hereby or evidenced by the Note secured by this mortgage. Mortgagee will not institute any action against Mortgagor, or any disclosed or undisclosed principal of Mortgagor, for the payment of any sum of money payable under this Mortgage or the Note it secured, and the rights of Mortgagee to realize payment hereunder or under the Note secured hereby shall be limited to such sums as may be realized under foreclosure and sale of the Premises covered by this mortgage.
6. Mortgagor shall have the right to prepay the whole of the principal sum due under the Note, together with interest accrued to the date of such prepayment, at any time upon sixty (60) days prior written notice to the Mortgagee, provided there shall be paid with said indebtedness and the interest accrued thereon a pre-payment charge computed on the unpaid principal of the indebtedness being prepaid as follows:
 - (a) 3% thereof if prepaid prior to March 1, 1983;
 - (b) 2% thereof if prepaid after February 28, 1983 but prior to March 1, 1988;
 - (c) 1% thereof if prepaid after February 28, 1988, but prior to March 1, 1993.

RECORDED FEB 16 1978 At 4:27 P.M.

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