

tant, all in reasonable detail, in form and content satisfactory to the Mortgagee and prepared in accordance with AICPA regulations, reflecting and covering the operations of The John D. Hollingsworth on Wheels, Inc.

ARTICLE II

RIGHTS OF MORTGAGEE

Section 2.1 Right of Entry. The Mortgagee is hereby authorized and empowered to enter and to authorize others to enter upon any part of the Premises at any time and from time to time, to inspect the same, to perform or observe any covenants, conditions or terms which the Mortgagor shall fail to perform, meet or comply with, or for any other purpose in connection with the protection or preservation of Mortgagee's security, without thereby becoming liable to Mortgagor or any person in possession holding under the Mortgagor.

Section 2.2 Expenses Incurred in Protecting the Premises. If the Mortgagor shall fail to perform any of the covenants herein contained, the Mortgagee may perform the same on Mortgagor's behalf or make advances for such purposes, and Mortgagor hereby agrees to repay upon demand all sums so advanced on his behalf with interest at the rate of eight and seven-eighths percent (8 7/8%) per annum, and all sums so advanced with interest as aforesaid shall be secured hereby, but no such advance shall be deemed to relieve the Mortgagor from any default hereunder.

If the Mortgagee shall at any time be made a party to any suit or proceeding affecting or questioning the priority of the lien of this Mortgage or title to or possession of the property described herein, the Mortgagor agrees to pay all court costs and expenses, and a reasonable attorney's fee incurred by the Mortgagee in such proceedings, which sums, if not paid, shall bear interest at the rate of eight and seven-eighths percent (8 7/8%) per annum and shall be secured