

And Mortgagor further agrees that in the event of Mortgagor's failure to keep said premises insured, or if the aforesaid water rents, sewer service charges, and other governmental or municipal charges and rates, or any monthly installment of interest or principal on said note, or the taxes, assessments, and reassessments imposed and levied upon said premises, or the monthly payments, if any, hereinabove required to be made and accumulated for the payment of such taxes, assessments, or premiums of insurance, or other indebtedness, be not paid when due as herein provided, or if waste be committed upon said premises, or if the building or buildings now or hereafter situated upon the premises hereinabove described are altered, remodeled, or demolished without the consent of Mortgagee, or if the said premises, any building, or buildings, presently existing, or hereafter erected thereon, now or subsequently, are used contrary to the laws, statutes, or ordinances, respecting the use thereof, or in the event legal proceedings are filed to foreclose a lien upon said premises or any part thereof, or for any cause whatsoever any one other than Mortgagor herein obtains the right to collect the rents or income derived from said premises, or in the event of any default in the performance of any of the conditions or stipulations hereof whatsoever, thereupon, at the option of Mortgagee and without notice, all sums owing upon this mortgage and the note secured thereby shall at once become due and payable, and that further, upon any such default, Mortgagee may foreclose this mortgage deed; apply without notice, the same being expressly waived, for the appointment of a receiver of the rents and profits of said premises, as a matter of right without consideration of the value of the mortgaged premises as security for the amounts due Mortgagee or the solvency of any person or persons liable for the payment of such amounts, the rents and profits of the premises being hereby assigned to Mortgagee as security for the payment of such indebtedness; take possession of said premises, collect all rents accruing therefrom, rent the property, and after deducting the reasonable charges therefor, apply the proceeds to the payment of said note, or to the performance of any of the agreements above-recited, and continue so to do until full payment and performance shall have been thus effected, and may also exercise any and all rights in law or equity under the within mortgage and the promissory note secured thereby.

And Mortgagor also agrees, in the event any law is enacted relating to the taxation of notes and mortgages and the avails thereof or any existing law is changed or amended so that such taxes are increased, and if Mortgagor shall not, upon demand, pay to Mortgagee an amount of money equal to the amount of said tax or taxes, that thereupon the aforesaid note and all sums due upon this mortgage shall, at the option of Mortgagee and upon thirty (30) days' written notice to Mortgagor, become immediately due and payable, anything in this mortgage or the aforesaid note to the contrary notwithstanding.

And Mortgagor further agrees that Mortgagee shall have a lien by virtue of this mortgage on said premises to secure all other liabilities and indebtedness, direct or contingent, now or hereafter owing by Mortgagor to Mortgagee; that to secure the payment of this indebtedness, Mortgagee shall also have a lien upon all other property and securities now or hereafter in Mortgagee's possession belonging to Mortgagor; that Mortgagee may pursue Mortgagee's rights upon the aforementioned note without first exhausting Mortgagee's rights hereunder; that all rights, powers, and remedies conferred upon Mortgagee herein are in addition to each and every other right which Mortgagee may have hereunder in equity or by law, and may be enforced concurrently therewith; and that each and all of the covenants, agreements, and provisions hereof shall bind, and the benefits and advantages hereof shall inure to the successors, and assigns of Mortgagor and Mortgagee herein, and all others who subsequently acquire any right, title, or interest in the premises above-described, or to the within mortgage and the promissory note secured thereby.

And Mortgagor further agrees that should there be a change in the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Mortgagor, whether through the ownership of voting interests, by contract or otherwise, Mortgagor will immediately thereafter notify Mortgagee and Mortgagee may, in any case and at its option, declare the indebtedness secured hereby, and all interest accrued thereon, to be due and payable.

Mortgagee is authorized to do all things provided to be done by a Mortgagee under Section 1311.14 Ohio Revised Code and amendments thereto.

*This being the same property conveyed to Fountain Inn Co, a limited partnership by deed of Land Fund, Ltd. recorded 25 July 1977, in REM VOL 1061 at page 120.*