

11/14/1961

are sold, conveyed or transferred, or in the event that either legal or equitable title shall vest in any persons other than the Mortgagor for any reason whatsoever, the indebtedness, pursuant to the mortgage and the note or notes that it secures, shall become due and payable forthwith at the option of the Mortgagee, without further notice. Mortgagor reserves, however, the right to seek the approval of the Mortgagee of such sale, conveyance or transfer, such approval not to be unreasonably withheld.

Secondary financing of the mortgaged premises will be allowed only upon the Mortgagor receiving prior written consent from the Mortgagee, such approval not to be unreasonably withheld.

Except as otherwise provided all payments secured by this Mortgage and all obligations existing under this Mortgage are mandatory rather than permissive.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this Mortgage or in the Note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this Mortgage, Note and debt secured hereby, the Security Agreement or Conditional Assignment of Leases and Rents, then this Mortgage shall become utterly null and void, otherwise to remain in full force and effect.

The Mortgagor herein reserves unto itself, its successors, and assigns an easement or cross-easement for the purposes of providing ingress and egress across, over and through the real property described hereinabove, said easement being an easement appurtenant to other lands of the Mortgagor and the Mortgagor herein also reserves unto itself, its successors and assigns, an easement or cross-easement appurtenant and in favor of other lands of the Mortgagor for the purposes of parking in the designated spaces situate on the real property described hereinabove.

The Mortgagor herein also grants and conveys an easement appurtenant and in favor of the Mortgagee, its successors and assigns for the purposes of ingress and egress over and through the service drive as shown on the plat referred to hereinabove, crossing Phase II as shown on said plat and running from Gaithburg Square to the

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