

occupancy, which right and power are effective and may be enforced either with or without any action to foreclose this mortgage and without applying at any time for a receiver for the said premises. In case of sale or foreclosure of the premises described herein, the Property may be sold in one or more parcels, or as an entirety, as Mortgagee may elect.

All the covenants and agreements of Mortgagor contained in the Mortgage Loan Commitment between Robert S. Small, Jr. and Home Security Life Insurance Company, dated June 27, 1978, as amended July 10, 1978, are incorporated herein by reference, and Mortgagor covenants and agrees that a default in any of the provisions thereof or any loan documents described therein shall constitute a default in this Mortgage.

15. In the event Mortgagee elects to accelerate the indebtedness due hereunder by reason of any default by Mortgagor under any of the terms hereof or any other document related hereto, then, in addition to all other amounts due to Mortgagee hereunder, there shall be paid by Mortgagor and added to the indebtedness secured hereby an amount equal to the prepayment premium which would have been payable if the indebtedness secured hereby had been paid in full on the date on which the default occurred.

16. The failure or delay of Mortgagee to exercise any of its rights or options herein provided shall not constitute a waiver of the right to exercise such right or option because of any continuing or subsequent default.

17. The rights of Mortgagee to obtain deficiency judgments against Mortgagor or any of its partners are subject to certain limitations set forth in the aforesaid promissory note secured by this Mortgage. All of the terms, covenants, conditions, and agreements herein set forth shall be binding upon and inure to the the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns, as the case may be, of the parties hereto. If Mortgagor shall be more than one person, such persons shall be jointly and severally liable hereunder; provided, however, that the individual liability of the partners of Mortgagor shall be limited as otherwise provided herein.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay to Mortgagee all sums of money required by the Note in the manner and at the times mentioned in the Note, and any and all other sums which may become payable