

26. That the Mortgagee may from time to time require, at its option, that any present or future tenants or lessees of the Mortgagor of the whole or any portion of the mortgaged premises shall execute along with the Mortgagor and Mortgagee such subordination, attornment and nondisturbance agreements in substance and form satisfactory to the Mortgagee, at the Mortgagor's expense.

27. The filing of any voluntary petition by the Mortgagor under the National Bankruptcy Act or any state insolvency law or the impairment, limitation or modification of the liability of the Mortgagor or the estate of the Mortgagor in bankruptcy or of any remedy for the enforcement of said Mortgagor's liability under this mortgage resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute or from the decision of any court, the rejection or disaffirmance of the mortgage in any such proceedings shall be and constitute a default at the option of the Mortgagee of the terms and conditions of this mortgage.

28. The Mortgagor reserves the right to have released, from time to time, upon request, each of the above described lots to be a portion of Holly Woods, upon payment to the Mortgagee of the sum of \$7,800.00, which shall be applied toward the principal of the indebtedness due under the above mortgage and the note which this mortgage secures.

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, of the note secured hereby or of any other agreement by the Mortgagor in connection therewith, this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage, of the note secured hereby, of the loan commitment, security agreement, building or construction loan agreement, assignment of leases or rentals, or of any other agreement by the Mortgagor in connection therewith, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable, immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The covenants, agreements and conditions herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor the 8th day of December, 1978.

IN THE PRESENCE OF:

Carolyn D. Foster
J. Hiller

James P. McNamara
JAMES P. McNAMARA
Joe W. Hiller
JOE W. HILLER