

execute between themselves a ground lease with respect to the 17.18 acre tract. Mortgagees agree that the aforesaid Notice and Right to Cure Provision provided in this paragraph will be given by Mortgagees to each of the said two partnerships as well as Mortgagor herein provided that Mortgagees have been provided with the name and mailing address of each of the two partnerships. Thirty (30) days after proper notice, provided such default is not remedied within such period, the Mortgagees, at their option, may proceed to foreclose this Mortgage, and in the event of foreclosure the court may direct the sale of the premises at the time judgment is rendered; and thereupon, or at any time during the existence of any such default, the Mortgagees shall be entitled to enter into possession of the premises and to collect the rents, issues and profits thereof, accrued and the Mortgagees so elects, the Mortgagees shall be entitled to the appointment of a receiver in any court of competent jurisdiction to collect such rents, issues and profits under direction of the court. The whole of the principal sum, and to the extent permitted by law any accrued interest shall bear interest at the rate of 15 per cent per annum from and after maturity, whether or not resulting from acceleration.

In the event of foreclosure, the Mortgaged Property may be sold in whole or in separate tracts or parcels at the election of Mortgagees.

And it is further expressly agreed that neither failure of the Mortgagees to exercise any option to declare maturity of the principal debt or any other sums hereby secured under any of the foregoing covenants or stipulations, nor procurement of insurance or payment of taxes as hereinbefore provided, shall be taken or deemed a waiver of right to exercise such option or declare such maturity as to such past or any subsequent violation of any of said covenants or stipulations.

It is understood that the Mortgagee hereunder is obligated to make the payments on the mortgage debt secured by the Prior Mortgage described on the second page of this Mortgage as follows:

Derivation: Same property conveyed to mortgagor by deed from T. Walter Brashier, etal, recorded of even date.