

to the payment of principal and interest due under the Prior Mortgage other than herein provided. In the event Mortgagor fails to comply with each and every one of the terms, provisions, and conditions of the Prior Mortgage or is in default under the Prior Mortgage, other than in respect of payment of principal and interest due after the date hereof, such failure to comply shall constitute a default under this Mortgage and shall entitle Mortgagee, at Mortgagee's sole option, to exercise any and all of its rights and remedies in the event of a default under this Mortgage.

4. Mortgagor shall notify the Mortgagee promptly of the occurrence of any of the following:

- (a) a fire or other casualty causing damage to the Mortgaged property;
- (b) receipt of notice of condemnation of the Mortgaged property;
- (c) receipt of notice from any governmental authority relating to the structure, use of occupancy of the Mortgaged Property;
- (d) substantial change in the occupancy of the Mortgaged Property;
- (e) receipt of any notice from the holder of any lien or security interest in the Mortgaged Property; or
- (f) commencement of any litigation affecting the Mortgaged Property.

5. That the Mortgagor shall pay to said Mortgagee, his legal representatives and assigns, a reasonable attorney's fee, in addition to all other legal costs, as often as any proceeding is taken to foreclose this Mortgage for default in any of its terms, covenants or agreements, which fee shall be an additional lien on said premises.

6. This Mortgage secures the payment of one (1) Note, given of even date herewith in the amount of \$25,000.00.

7. Upon default hereunder, Mortgagee shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession, protect and operate the Mortgaged Property and collect the rents, profits and income therefrom.

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