

give prompt notice to Mortgagee of any notice received by Mortgagor of default by the Lessor thereunder, together with a complete copy of any such notice; and (iii) enforce, short of termination thereof, the performance or observance of each and every term, covenant and provision of any such lease by the lessee thereunder to be performed or observed; and that, in the event of any default under this Mortgage, Mortgagor will pay monthly in advance to Mortgagee, or to any receiver appointed to collect said Rents, the fair and reasonable rental value for the use and occupation of such part of the Premises as may be in possession of Mortgagor and upon default in any such payment, will vacate and surrender possession of such part of the Premises to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise. Notwithstanding anything to the contrary, Mortgagor is permitted to enter into leases, modify or amend leases relating to office space of not more than Five Thousand (5,000) net rentable square feet, without the prior written consent of Mortgagee.

22. Nothing in this Instrument shall be construed to obligate the Mortgagee to discharge or perform the duties of a landlord to a tenant or to impose any liability as a result of the exercise of the option to collect rents, under the Instrument, by virtue of a default, and it is agreed that the collection or participation therein shall be as agent only for the Mortgagor.

23. As further security for the debt herein described, Mortgagor hereby sells, assigns, sets over and transfers to Mortgagee all of the plans and specifications covering all improvements now located on or hereafter constructed on, if available, the Premises, and Mortgagor shall, within thirty (30) days from date of this Mortgage, deliver or cause to be delivered to Mortgagee a complete set of such plans and specifications.

24. If the Mortgagee shall become a party to any proceedings whatsoever, including condemnation proceedings instituted by any party authorized by law to file same, by reason of their status as Mortgagee herein, then all expenses incurred by it in connection therewith, including attorneys' fees, shall be added to the debt hereby secured and shall be immediately due and payable with interest at the Default Rate. Parties agree that the proceeds from any award, including consequential damages realized from said condemnation proceedings, shall be applied against the indebtedness secured hereby.

25. The parties acknowledge that the continued ownership of the Premises by Mortgagor is a material inducement to the making of the loan secured by this Mortgage, therefore Mortgagor covenants and agrees that except as permitted herein Mortgagor shall not sell, assign, transfer or further encumber the Premises, or any part thereof, or the chattels in any manner whatsoever without prior written consent of the Mortgagee. Should the Mortgagor transfer said property or further encumber said property without the prior written consent of the Mortgagee, such transfer or encumbrance shall constitute a default under the terms of this Mortgage and the Note secured hereby. For purposes of this paragraph, the failure of R. Gordon Mathews and/or Howard E. Phillips to be General Partners of Mortgagor with management authority shall be deemed to be a transfer provided, however, that nothing herein shall be deemed to prohibit transfers of limited partnership interests.

26. The Mortgagee shall be entitled to inspect the Premises described herein, including all buildings and structures thereon, at all reasonable times and the Mortgagor covenants to permit the Mortgagee, or its agents or employees, access thereto for that purpose.

27. Any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagor; neither the Mortgagor nor any other person now or hereafter obligated for the

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1632-260