

38. In the event of the passage, after the date of this mortgage, of any law deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the obligation to pay the whole, or any part, of the taxes or assessments or charges of liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts as to affect this mortgage or the indebtedness which it secures, the entire unpaid balance of the indebtedness secured by this mortgage shall, at the option of Mortgagee, after sixty (60) days' written notice to Mortgagor, become due and payable; provided, however, that if, in the opinion of Mortgagee's counsel, it be lawful for Mortgagor to pay such taxes, assessments or charges, or to reimburse Mortgagee therefor, and Mortgagor lawfully makes payment thereof or reimburses Mortgagee therefor, then there shall be no such acceleration of the time for payment of the unpaid balance of the indebtedness secured by this mortgage.

39. The Mortgagor further covenants and agrees not to alienate nor to encumber to the prejudice of the Mortgagee said real estate nor to commit, permit, or suffer any waste, impairment, or depreciation of said property and, in the event of any sale or transfer of title to the property herein described, such purchaser or new owner shall be deemed to have assumed and agreed to pay the indebtedness owing the Mortgagee hereunder, whether or not the instrument evidencing such sale or transfer expressly so provides, and at any time after such sale or transfer, without limiting the foregoing the Mortgagee may, at its option, declare all or the remainder or the indebtedness immediately due and collectible, whether or not any default exists; this covenant shall run with said land and remain in full force and effect until said indebtedness is liquidated and the Mortgagee may, without notice to the Mortgagor, deal with such new owner or owners with reference to the debt secured hereby in the same manner as with the Mortgagor, without in anyway altering or discharging the Mortgagor's liability hereunder upon the indebtedness hereby secured. Notwithstanding the foregoing, the Mortgagor may sell, assign or transfer its right, title and interest in the premises to its parent corporation, AMF Incorporated, or to any subsidiary or affiliate, without prior consent of Mortgagee.

40. In the event any one or more of the provisions contained in this mortgage or in the note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this mortgage, but this mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

41. That a waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the obligation secured by the aforesaid mortgage or of the aforesaid mortgage, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions, and other provisions of this agreement and the aforesaid mortgage and of the obligations secured by said mortgage shall survive and continue to remain in full force and effect.

42. The Mortgagor shall have the right at any time and from time to time during the term of this mortgage to make, at its sole cost and expense, alterations (which for the purposes of this paragraph shall mean and include all repairs, replacements, renewals, alterations, changes, additions, improvements, restorations or reconstructions) in or of the mortgaged premises so long as no event of default has accrued hereunder and provided that the alteration shall not (a) render title to the mortgaged premises or any part thereof unmarketable, or (b) reduce the value of the mortgaged premises below the value thereof immediately prior to the making of such alterations, or (c) violate the terms and conditions of any insurance policy affecting the premises, or (d) violate any applicable laws and ordinances. In that regard, the mortgagor shall not create or permit to be created and shall promptly discharge any mechanic's, laborer's or materialman's lien filed as a result of such alteration.

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