

and, upon demand, shall be repaid by the Industry, with interest thereon from the date of such payment at (i) the prime commercial lending rate plus one percent (1%) of Mortgagee at the time applicable or (ii) the highest rate permitted by law (whichever is less).

AND IT IS AGREED by and between the Industry and Mortgagee that upon the occurrence of any event of default by the Industry under the Loan Agreement or upon any default made in the payment of the principal of or interest on the said Note, when the same shall become payable (whether at the stated maturity thereof, by acceleration, call for prepayment or otherwise) or upon the failure of the Industry to perform or observe any of the terms, covenants or conditions of this Mortgage, each of which defaults or failures shall constitute an Event of Default under this Mortgage, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the said Mortgagee, its successors or assigns.

AND IT IS AGREED by and between the said parties that should legal proceedings be instituted for the collection of the debt secured hereby, then in that event the said Mortgagee, its successors or assigns, shall have the right to have a receiver appointed of the rents and profits of the above described premises, who, after deducting all charges and expenses attending such proceedings, and the execution of

