

FIFTEENTH. It is further agreed that all the covenants and agreements of the MORTGAGOR herein contained shall extend to and bind the MORTGAGOR and shall inure to the benefit of the MORTGAGEE, its successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

SIXTEENTH. The MORTGAGOR covenants and agrees that it will furnish annually to the MORTGAGEE, within four (4) months after the end of each fiscal or operational year, copies (certified by the MORTGAGOR to be true copies) of statements of percentage rentals paid by the tenant occupying the mortgaged premises.

SEVENTEENTH. Notwithstanding anything contained in this Mortgage or the note secured hereby to the contrary, it is expressly understood that the MORTGAGEE waives any right to a deficiency judgment against the maker of said note and that the extent of the liability on the part of said maker is limited to the value of the maker's right, title and interest in and to the real estate and other property given under this Mortgage.

IN WITNESS WHEREOF, the MORTGAGOR has hereunto caused this Mortgage to be signed on behalf of its President and Secretary, thereunto duly authorized so to do, and caused its common seal to be hereunto affixed, the day and year last above written.

EMBEE COMPANY, INC.

By [Signature]  
Its President  
Hereunto duly authorized

[CORPORATE SEAL]

ATTEST:

[Signature]  
Stanley Richards, Secretary

