

6. If any proceedings shall be brought to foreclose this mortgage or to collect the indebtedness hereby secured, Mortgagee shall be entitled as a matter of right, without notice to Mortgagors or any person claiming under them and without regard to the adequacy of the security or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, to the immediate appointment of a receiver with power to take possession of the premises, lease the same, collect all rentals and profits thereof and hold and apply the receipts as the court may order for maintenance of the security and on account of said indebtedness.

7. Notwithstanding anything in this mortgage or the note secured hereby to the contrary, neither this mortgage nor said note shall be deemed to impose on the Mortgagors any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.

8. Any award of damages under condemnation for injury to, or taking of, any part or all of said property is hereby assigned to Mortgagee with authority to apply or release the moneys received, as above provided for insurance loss proceeds.

9. Upon maturity of said indebtedness, whether in due course or as above provided, Mortgagee shall have the right to enter into and take possession of said premises and collect the rents, issues and profits thereof; and the net income, after allowing a reasonable fee for collection thereof and for management of the property, may be applied to the payment of taxes, insurance premiums and other charges thereon, or in reduction of the indebtedness secured by this mortgage; and the rents, issues and profits are hereby specifically pledged to the payment of said indebtedness and of all other obligations which may accrue under the terms hereof.

10. As additional security for the repayment of the indebtedness hereby secured and the payment of taxes, special assessments, ground rents, and other charges and fire and other hazard insurance premiums, Mortgagors agree to deposit with Mortgagee, if requested by it, monthly or other periodic payments in amounts, which, as estimated by Mortgagee from time to time, shall be sufficient to meet, as they become due, such taxes, assessments, rents, charges and premiums. If at any time the funds so held by Mortgagee shall be insufficient to pay any tax, assessment, rent, charge or premium, Mortgagors shall, upon receipt of notice thereof, immediately deposit with Mortgagee such additional funds as may be necessary to remove the deficiency. It is agreed that all sums so deposited shall be irrevocably appropriated to Mortgagee in trust, to be applied to the payment of such taxes, assessments, rents, charges and premiums, and at the option of Mortgagee, after default, to be applied on the indebtedness hereby secured.

11. As additional security for the repayment of the indebtedness hereby secured, Mortgagors hereby assign to Mortgagee all their right, title and interest in and to all existing leases and all future leases upon or affecting the mortgaged premises, together with any extensions or renewals of such leases, and all rentals and income arising from said premises; provided that, so long as there is no default in any of the terms or conditions of this mortgage or of the note hereby secured, or of any extension or renewal thereof, Mortgagors shall continue to manage said premises as owners and collect all income arising therefrom, but only as it accrues, rendering such reports as may be required by Mortgagee.

In the event of any default in the performance of any agreement or covenant in said note or this mortgage, Mortgagors, upon demand, will immediately deliver to Mortgagee, or its appointee, all leases or agreements for occupancy of space in said premises, together with a separate and specific assignment of each of them to Mortgagee, or its appointee, in form approved by Mortgagee; and Mortgagee, with or without such specific assignment, may take possession and assume the management of said premises and collect the rentals and other income therefrom, execute all powers and authority reserved to the lessor under the lease terms, including any right or power therein to forfeit or cancel such lease, and modify the provisions of present leases and make new leases or rental contracts in the name of the owner of the property, or otherwise; and the lessees and other occupants of said premises are hereby authorized and directed, upon demand, to pay to Mortgagee, or any person designated by it for that purpose, all amounts due or to become due from them under said leases and any extensions or renewals thereof, or by reason of such occupancy; and such possession and management by Mortgagee shall not in any way affect its rights of foreclosure and the appointment of a receiver as hereinbefore provided.

Mortgagee may from time to time waive its right hereunder to collect rents and other income but any such waiver shall not prejudice Mortgagee's right to make such collections thereafter so long as and whenever a default exists under this mortgage or the note hereby secured. Mortgagee shall have the right, but shall not be required, to sue for collection of rents, possession of premises or other remedy, but shall not be liable for failure to collect rents or other income and shall be held accountable for only such amounts as are actually received. Funds received by the Mortgagee shall be applied at its discretion to expenses of collection, including reasonable attorneys' fees, necessary repairs, taxes and insurance on the mortgaged premises, and on account of the indebtedness hereby secured.

No change or modification of a lease or rental contract covering premises herein described shall be binding on the Mortgagee unless consented to in writing by the Mortgagee.

It is covenanted and agreed that the Mortgagors will furnish to the Mortgagee within ninety days after the end of each fiscal year an annual operating statement certified by a certified public accountant or by any other qualified person and in such manner as is mutually agreeable, showing, among other things (a) the names of all tenants; (b) the rent each tenant pays; (c) the expiration date of each lease; (d) a detailed statement of all operating expenses and income with respect to the above described premises for the preceding year.

Mortgagors specifically covenant and agree that they will not make any conveyance of the mortgage real estate nor cause or permit title thereto to be vested in any other person or persons nor cause or permit a change in the existing proportionate ownership in the capital stock of Quadrangle Investments, Incorporated without prior written consent of mortgagee. Any such conveyance or transfer of title or change in the existing proportionate ownership of said capital stock without the written consent of Mortgagee shall constitute a default under the terms of this instrument and Mortgagors agree to pay to Mortgagee in addition to the whole indebtedness hereby secured (as provided in the event of default) a prepayment fee, to the extent that such shall be lawful, of a sum equal to nine months interest on the amount of principal so paid. It is understood and agreed that a change in stock ownership due to death of an individual stockholder is not a change in stock ownership prohibited by this provision; Further that Jane Embry Woodbury and John H. Woodbury, Stanley P. Christopher, III and Barbara R. Christopher, Stanley D. Penny and Theo Mae Penny, co-signers of the note secured hereby, join in this instrument as mortgagors solely for the purpose of assuming responsibility for, and being bound by, the terms of this specific covenant and agreement.