

19. Mortgagor covenants and agrees with respect to the lease of December 30, 1963, hereinabove described and identified as Parcel B, to send Mortgagee by registered or certified mail a copy of any notice which either sends to the other relative to said lease, the performance thereof or defaults thereunder so that Mortgagee will be fully cognizant of all actions by either Lessor and Lessee respecting said lease, the exercise of any option therein contained, or notices of forfeiture, cancellation or default of either party thereto.

20. As further security for payment of the indebtedness secured by this Mortgage, Mortgagor has, coincident herewith, assigned or may hereafter assign to Mortgagee the Lessee interest in a certain lease dated December 30, 1963, in favor of The Dillon Development Co., Inc. covering the aforementioned Parcel B. Mortgagor has also assigned the Lessor interest in a certain lease dated November 21, 1967 in favor of The J. S. Dillon & Sons Stores Co., Inc. covering all or the major portion of the property hereinabove described, and said Mortgagor covenants and agrees to perform promptly each and every covenant and agreement in said leases. Guarantor, The J. S. Dillon & Sons Stores Co., Inc., has coincident herewith, assigned or may hereafter assign to Mortgagee the Lessor interest in a certain Sublease dated July 1, 1966 in favor of D. G. Calhoun, Inc. covering all or the major portion of the property hereinabove described, and said Guarantor covenants and agrees to perform promptly each and every covenant and agreement in said Sublease. Mortgagor and Guarantor covenant and agree to perform promptly each and every covenant and agreement of any such lease that is to be performed by the lessor and agree that violation on lessor's part of any covenant or agreement in any such lease that is to be kept or performed by lessor or any violation on assignor's part of any agreement by assignor set out in any such assignment of any such lease shall constitute a breach of this Mortgage and thereupon Mortgagee may, at its option, without notice, declare the entire indebtedness secured hereby immediately due and payable. Mortgagor and Guarantor agree that they will advise Mortgagee promptly of the execution hereafter of any lease of any part of the property herein described and further agree that,

upon Mortgagee's written request, they will submit to Mortgagee for examination any such lease and, if Mortgagee so requests, Mortgagor and Guarantor will assign such lease to Mortgagee (in form acceptable to Mortgagee) as additional security for the indebtedness secured hereby; and it is agreed that the provisions of this Mortgage with regard to Mortgagor's and Guarantor's obligations and Mortgagee's rights with respect to leases and assignments of the same shall apply to all such additional leases and assignments thereof. Mortgagee may, at its option, perform any covenant or provision of any such lease for and on behalf of Mortgagor and Guarantor and at Mortgagor's and Guarantor's expense and any amount advanced for this purpose to bear interest at the same rate as the rate for other advances, shall be secured by this Mortgage and shall be payable upon demand. Such performance on behalf of Mortgagor and Guarantor may be made either before or after default of Mortgagor and Guarantor, at the option of Mortgagee. Proceeds from hazard insurance shall be released by Mortgagee, upon the written request of the lessor or the lessee, for use for repair or restoration, if and to the extent required by any such lease.

21. Anything in this Mortgage to the contrary notwithstanding, it is understood and agreed that proceeds from hazard insurance shall be released by Mortgagee, on the written request of Mortgagor and Guarantor or their lessees or sublessees to be used for repair or restoration, if and to the extent required in any lease or sublease encumbered by this Mortgage or assigned to Mortgagee as additional security for the same.

22. Mortgagor covenants that it will deliver to Mortgagee, within 90 days following the end of each fiscal year of the Mortgagor, an annual financial and operating statement covering the property herein described only, in such detail as may be required by Mortgagee, and certified by a certified public accountant or a registered public accountant.

23. Whenever in this Mortgage any of the parties hereto are referred to, such reference shall be deemed to include the successors and assigns of such parties, and all of the covenants, promises and agreements in this Mortgage contained by or on behalf of the Mortgagor or by or on behalf of the Mortgagee shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

24. In case any one or more of the provisions contained in this Mortgage or in the note secured hereby shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

25. That Mortgagee may at any time, by written agreement therefor with the Mortgagor or his successor in title and without notice to any other person, extend the time for the performance of Mortgagor's obligations hereunder or any part thereof, without thereby impairing, affecting, postponing or subordinating the lien of this Mortgage or releasing any person from liability thereunder.

26. This Mortgage may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered each as an original shall constitute but one and the same instrument.