

This rider attached to and forming part of Mortgage dated August 12, 1969, for \$682,500.00 is identified with said Mortgage by the following signatures:

THE MATLS OLDE ENGLISH VILLAGE, INC.
 Frank O. Raley, Jr. - President
 Secretary

Mortgagor agrees, in order to more fully protect the security of this Mortgage, that it will deposit with the Mortgagee or assigns, together with and in addition to the monthly payments under the terms of the note secured hereby, on the same date that the monthly payments under said note are due and payable, until all sums secured by this Mortgage are fully paid, a sum equal to one-twelfth (1/12) of the known or estimated yearly taxes and assessments levied or to be levied against said property, and also one-twelfth (1/12) of the known or estimated yearly premiums that will become due and payable to maintain the insurance in force on said property. Mortgagee or assigns shall hold such sums in trust, without obligation to pay interest thereon, to pay such insurance premiums, taxes and assessments when due. If the total of the monthly payments as made under this provision shall exceed the amount necessary to pay such insurance premiums, taxes and assessments, as the case may be, such excess shall be credited on subsequent payments of the same nature; but if said total sums shall be insufficient to pay such insurance premiums, taxes and assessments when due, then said Mortgagor shall pay to Mortgagee or assigns the amount necessary to make up the deficiency upon demand. If, in accordance with the terms of the note secured hereby, said Mortgagor shall make full payment of said note, Mortgagee or assigns will refund the balance of funds accumulated under the provisions of this paragraph. To the extent that all the provisions of this paragraph for such payments of insurance premiums, taxes and assessments to Mortgagee or assigns are complied with, said Mortgagor shall be relieved from compliance with such covenants in this Mortgage, and/or in the note secured hereby, as provide for the payment of insurance premiums, taxes and assessments by said Mortgagor; but nothing in this paragraph contained shall be construed as in anywise limiting the right of Mortgagee or assigns, at option, to pay any insurance premiums, taxes and assessments when due. In the event of default in payment of any monthly or other installment of insurance premiums, taxes and assessments, as provided in this paragraph, or in the event of default in making payment of the amount necessary to make up a deficiency in such monthly payments, as hereinbefore provided, Mortgagee or assigns shall have the same right, at option, to invoke any and all of the rights and remedies provided in this Mortgage or in the note secured hereby, as for defaults in the performance of any other terms, conditions, agreements or covenants contained in this Mortgage and/or in the note secured hereby.

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5. That it will keep all improvements and fixtures now or hereafter on said premises in good order and repair, and will not permit waste thereon, nor remove any of the improvements or fixtures located on said premises, nor do or permit to be done any act whereby the property conveyed hereby shall become less valuable.

6. Mortgagor covenants to establish with Mortgagee a replacement reserve in the amount of \$7,200.00 to be held without interest, by paying to the Mortgagee with each payment of interest and principal the sum of \$200.00, whenever such fund is below the stipulated amount. Said reserve may be drawn upon to pay the cost of replacing equipment such as carpets, ranges and refrigerators as approved by the Mortgagee. This will not be enforced provided the loan is not in default; the property is satisfactorily maintained; title remains controlled by the principals of the original borrower. In the event of default under this Mortgage or the note secured hereby, the Mortgagee may apply the reserves to the curing of such default and the Mortgagor will immediately pay to the Mortgagee an equivalent sum to reinstate the reserve, and until such reinstatement, this Mortgage shall be in default.

Transfer of legal title to the premises shall automatically transfer the beneficial interest in the reserve to the new owner.

The foregoing fund, together with the escrow amounts for taxes and insurance are covered by the lien of this Mortgage, and are additional security for payment of the debt secured hereby. Such sums shall not be assignable or refundable except as provided herein until the Note has been paid in full.