

dated

Mortgage

This rider attached to and forming part of

Match No. 11, 1971, for \$1,485,000.00 is identified with said

by the following signatures:

THE MAM'S OLDE ENGLISH VILLAGE, INC.

Frank O. Raley, Jr., President

Secretary

Herbert H. Weidensaul

Mortgagor agrees, in order to more fully protect the security of this Mortgage, that ~~he~~ ^{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.

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.

7. Any deficiency in the amount of the aggregate monthly payments to be made under this mortgage and the Note secured hereby shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4c) for each dollar (\$1.00) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

8. Mortgagor is to furnish to The Guardian Life Insurance Company of America an annual operating statement prepared and certified to Guardian as correct by a certified public accountant and shall include a current Balance Sheet and a Profit and Loss Statement. Said statements are to be furnished within 60 days from close of the calendar year. The first statement shall cover that period prior to the close of the calendar year in which the loan is purchased by said Insurance Company. Failure on the part of the mortgagor to furnish said reports within 60 days shall constitute a default under this mortgage.

9. That none of the improvements, fixtures or articles of personal property now or hereafter attached to or used in the operation of the premises shall be removed unless replaced with similar property of equal or greater value, and no building now or hereafter on the premises shall be materially structurally altered without the written consent of Mortgagee.

10. Upon the actual or threatened