

E) Any portions of the property taken by any public authority by eminent domain or otherwise for the construction of roads or other public uses shall be released by Mortgagees without payment of any release price or additional mortgage, payment by Mortgagor.

F) In the event the Mortgagor shall be entitled and shall obtain the release of all of the subject property from the lien of this Mortgage by providing substitute collateral as hereinabove provided, then Mortgagor shall have the right to assign this Mortgage and the Note secured thereby to any party; and if said Note and Mortgage are assigned to and assumed by a financial institution with a net worth in excess of Two Million and No/100 (\$2,000,000.00) Dollars, then Mortgagor shall be entitled to be released from any further obligations thereunder, and Mortgagees will enter into an appropriate instrument of novation to accomplish such release of liability.

MORTGAGEES FURTHER AGREE that prior to exercising their rights to foreclose this Mortgage, they will notify any party holding a subordinate mortgage on said property of the default or defaults which give rise to the Mortgagees' right to foreclose, and shall give such subordinate Mortgagees the right to cure any such default for a period of thirty (30) days after receipt of such notice; provided Mortgagees shall have received written notice of the existence of such subordinate mortgage, including the name and address of such Mortgagee, prior to the happening of the event of default which gives rise to such foreclosure.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. 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.

WITNESS the hand and seal of the Mortgagor and Mortgagees this 22nd day of May, 1973.

WITNESS:

[Signature]
[Signature]

1ST TRUST, LTD.
(Mortgagor)

By: [Signature]
President
Attest: [Signature]
Secretary

