sums of money as Mortgagee, in its sole discretion deems necessary for any such purpose, and Mortgagor hereby agrees to pay to Mortgagee immediately upon demand, all sums so expended by Mortgagee, together with interest thereon from the date of each such payment at Twelve and Three-Quarters (12 3/4%) percent per annum. All sums so expended by Mortgagee, and the interest thereon shall be added to and secured by the lien of this instrument;

20. That it will promptly and fully keep, perform and comply with all the terms, provisions, covenants and conditions imposed upon Mortgagor under any assignment of any lease or leases of the premises executed by Mortgagor, as assignor, and given to Mortgagee, as assignee, as additional security for the payment of the indebtedness secured hereby and any other agreement given by Mortgagor to Mortgagee as additional security for the payment of such indebtedness. In the event Mortgagor suffers or permits to occur any breach of default under the provision of any such assignment or lease or leases of the premises or any other agreement given as additional security and such default shall continue for ten (10) days, such breach or default shall constitute a default under the Mortgage and at the option of Mortgagee, and with the notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall become due and payable as in the case of other defaults.

21. The indebtedness secured by this mortgage may only be prepaid as follows: No prepayment of the principal of the Note shall be allowed prior to the seventh (7th) anniversary of the date hereof. After the 7th anniversary of the date hereof, the principal of the Note may be prepaid in whole but not in part, on any interest payment date herein, provided that: (1) not later than sixty (60) days prior to such prepayment, Mortgagor delivers written notice to Mortgagee, at the address set forth above, that Mortgagor intends to prepay the Note in full on the date specified in such notice; and (2) Mortgagor pays to Mortgagee at the time of such prepayment, a percentage of the prepaid principal amount as a prepayment premium. Such percentage shall be the product obtained by multiplying the prepaid principal amount by the product of the following:

(a) the amount obtained by subtracting the annualized yield on a United States Treasury Bill, Note or Treasury Bond with a maturity date which occurs closest to the maturity date of the Note, as such annualized yield is reported in the Wall Street Journal on the business day preceding the date of prepayment, from 12.75 percent; multiplied by

(b) the number of years and fraction thereof remaining between the date of prepayment and the maturity date of the Note.

Notwithstanding the foregoing, however, in the event of acceleration of the Note at any time and subsequent involuntary or voluntary prepayment, the Prepayment Premium shall be payable, however in no event shall it exceed an amount equal to the excess, if any, of (i) interest calculated at the highest applicable rate permitted by applicable law, as construed by courts having jurisdiction thereof, on the principal balance of the Note from time to time outstanding from the date hereof to the date of such acceleration, over (ii) interest theretofore paid and accrued on the Note. Any prepaid amounts specified in such notice shall become due and payable at the time provided in such notice. A "loan year" for the purpose of the Note shall mean each successive twelve (12) month period beginning with the date of the first installment payment of interest hereunder, provided however, that the first Loan Year shall include the period from the date of the Note to the date of such first installment payment of interest. Under no circumstances shall the Prepayment Premium ever be less than zero.

22. The Mortgagor (Maker) shall not be personally liable to the Mortgagee (holder) of the Note or this mortgage by reason of any default which may occur in the performance of any of the