

the lien of this mortgage (provided that such financing is incurred prior to August 1, 1986). Mortgagee agrees that it will perform any and all acts necessary or desirable to effectuate fully any such subordination.

15. The within mortgage is given to secure a portion of the purchase price of the premises described herein.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the Note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage and of the Note secured hereby, this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage, or of the Note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee under the Note or this mortgage shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable, immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The covenants, agreements and conditions herein contained shall bind, and the benefits and advantages shall inure to, the respective 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.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor the 3rd day of August, 1984.

In the Presence of:

INTEX PRODUCTS, INC.

George J. Blah J
Eric B. Armstrong

BY: *Richard E. Auer* (SEAL)
Its: *President*

BY: *Donald J. Kern* (SEAL)
Its: *VICE PRESIDENT - FINANCE*
J. P. STEVENS & CO., INC.

George J. Blah J
Eric B. Armstrong

BY: *P. W. Wipper* (SEAL)
Its: *Senior Vice President*

BY: *Ronald J. Conway* (SEAL)
Its: *Assistant Secretary*

4328-112