

or agreements in the Note or this Mortgage, such default shall not have been cured thirty (30) days after the Mortgagee shall have provided the Mortgagor with written notice, as herein provided, stating the default in the performance or observance, or if such default cannot reasonably be cured within such thirty (30) day-period, such curing shall not have commenced within such thirty (30) day-period and is not thereafter proceeding with due diligence.

Notwithstanding any other provisions of this Mortgage, so long as: (1). No Event of Default with respect to monetary payments exists under the Note or this Mortgage; (2). The A & P Lease has not been terminated; (3). There is no default under the First Mortgage or any new First Mortgage which would permit the holder to accelerate the maturity thereof; and (4). The Mortgagor is exercising all of its rights as Landlord, under the A & P Lease, Mortgagee will not exercise any of its rights herein or under the Note with respect to any matter as to which the Tenant under the A & P Lease either has a right from, or obligation to Mortgagor, as Landlord under the A & P Lease, in any manner which would alter or impose on Mortgagor lesser rights or greater obligations than those of Tenant under the A & P Lease.

And it is further covenanted and agreed by the said parties that if default be made in the payment of the indebtedness as herein provided or of any part thereof, the Mortgagee shall have the power to sell the premises herein described according to law; said premises may be sold in one parcel, any provision of the law to the contrary notwithstanding.

And it is further covenanted and agreed that the mailing of a written notice and demand by depositing in any post office, station, or letterbox enclosed in a postpaid envelope addressed to the owner of record of said mortgaged premises, and directed to said owner at the last address actually furnished to the holder of this Mortgage, or in default hereof, directed to said owner at said mortgaged premises, shall be sufficient notice and demand in any case arising under this instrument, and required by the provisions thereof or the requirements of the law.

0 3 4 1

4328 RV-21