RIDER ATTACHED TO AND MADE A PART OF MORTGAGE DATED FEBRUARY , 1982 MADE BY PETER J. ELLIMAN AS MORTGAGOR, TO LUCAS INDUSTIRES, INC., A NEW YORK CORPORATION, AS MORTGAGEE.

It is understood and agreed by Mortgagor and Mortgagee hereunder that this mortgage is expressly subordinate to the lien of a first mortgage placed on the property which first mortgage secures indebtedness of Mortgagor to such first mortgage in an amount not in excess of \$70,000.

Mortgagor hereby covenants and agrees to make all payments due and perform all obligations to be performed under any first mortgage and the indebtedness thereby secured. If Mortgagor shall fail to do so, Mortgagee hereunder may, at its option, make any payment or perform any obligation necessary to be paid or performed under such first mortgage, or the indebtedness thereby secured, in order to prevent or to cure any default thereunder, and any sums so paid, or expenses so incurred, by Mortgagee shall constitute a further lien on the aforesaid property hereby mortgaged and shall be immediately due and payable by Mortgagor to Mortgagee without further demand therefor, together with interest thereon, at the rate payable on the principal of the indebtedness hereby secured.

Any default under the terms of any first mortgage or the indebtedness thereby secured shall constitute a default hereunder for all purposes of this Mortgage and the terms of the indebtedness hereby secured, and notwithstanding anything to the contrary herein or in the note hereby secured, it is understood and agreed that upon the happening of any such default under such first mortgage or the indebtedness thereby secured, and such default remaining uncured for a period of thirty (30) days, then Mortgagee hereunder may at its option declare all of the principal amount of the indebtedness hereby secured, together with all interest (if any) accrued and unpaid thereon, immediately due and payable.

0 20

0-6-12-2