

complete and pay for, within a reasonable time, any structure at any time in the process of construction or repair on the Premises. If such casualty shall be covered by the Policies, Mortgagor's obligation to repair, replace or rebuild such portion of the Mortgaged Property shall be contingent upon Mortgagee's paying Mortgagor the proceeds of the Policies, or such portion thereof as shall be sufficient to complete such repair, replacement, or rebuilding, whichever is less.

8. Transfer or Encumbrance of the Mortgaged Property. The property described in Exhibit A may not be transferred or encumbered at any time without the consent of Mortgagee.

9. Notice. Any notice, request, demand, statement or consent made hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, and shall be deemed given when postmarked and addressed as follows:

If to Mortgagor:

Tempo Management
2190 Plaster Road, N.E.
Atlanta, Georgia 30342
ATTENTION: Gerald A. Blonder

If to Mortgagee:

Robin Associates, a New Jersey
Limited Partnership
c/o TWB-Robin Corp.
250 Park Avenue
New York, New York 10017
ATTN: Arthur M. Beckerman

with a copy to:

Robert Fischer
Lowenthal, Landau, Fischer
& Singer, P.C.
250 Park Avenue
New York, New York 10177

Each party may designate a change of address by notice to the other parties, given at least fifteen (15) days before such change of address is to become effective.

10. Sale of Mortgaged Property. If this Mortgage is foreclosed, the Mortgaged Property, or any interest therein, may, at the discretion of Mortgagee, be sold in one or more parcels or in several interests or portions and in any order or manner.

11. No Credits on Account of the Debt. Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the taxes

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