

(10) days of service of such suit. Mortgagor shall provide copies of all pleadings requested by Mortgagee.

16. 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 and debt secured hereby, then this mortgage shall become utterly null and void, otherwise to remain in full force and effect;

17. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, 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.

18. If Mortgagee (a) shall fail to pay when due any tax, license or permit fee, charge or other liability due to be paid by it under Agreement for Sale of Stock, dated March 21, 1983, between JHM Downtown, Inc. and Mortgagee (hereinafter the "Agreement") and shall fail to timely contest any such item at its sole expense, holding Mortgagor harmless at all times from any cost, expense and liability during the pendency of such contest, or (b) shall breach any covenant or warranty under such Agreement, Mortgagor shall have the right to give Mortgagee written notice. If thirty (30) days after such notice, Mortgagee fails to pay or timely contest such item, holding Mortgagor harmless, or to remedy or reasonably contest such breach, then Mortgagor shall have the right to set off against the next payment(s) due under the Note secured hereby the amount of the tax, license or permit fee, charge or other liability which Mortgagor has paid plus all costs and attorneys' fees incurred by Mortgagor and interest at the rate of ten and one-half (10 1/2) percent per annum from the time of Mortgagor's payment of such item to the date of completion of set off, and the amount of damages that Mortgagor has suffered as a result of any such breach of a covenant or warranty, including all costs and attorneys' fees incurred by Mortgagor and interest at the rate of ten and one-half (10 1/2) percent per annum from the time of Mortgagor's payment of such item to the date of completion of set off.

19. Mortgagee shall give Mortgagor written notice by certified mail, return receipt requested, of any default hereunder, and Mortgagee shall have a period of ten (10) days for a monetary default and a period of thirty (30) days for a non-monetary default from receipt of such notice to cure such default;