

itself, their heirs and assigns (at their option) is hereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of said Mortgage, notwithstanding the fact that the amount owing on account of said Mortgage may not then be due and payable; and the Mortgagor, its successors and assigns, hereby covenant and agree to and with the said Mortgagee, their heirs and assigns, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award and awards to the holder of said Mortgage free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

17. That the holder of this Mortgage shall have the right to foreclose the same by reason of a breach of any of the within covenants and in addition thereto shall have the right to foreclose the same by reason of any default or breach which gives to the holder of this Mortgage the right to accelerate payment of principal or to call due to the principal sum.

18. That this Mortgage may not be changed orally, but only by an agreement, in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

19. This instrument and all of the covenants herein contained shall bind the successors and assigns of the Mortgagor and inure to the benefit of the heirs and assigns of the Mortgagee with like effect as if such heirs and assigns were named herein.

MORTGAGOR AND MORTGAGEE hereby mutually covenant and agree as follows:

20. This Mortgage is subject and subordinate to the first mortgage, which first mortgage constitutes a first mortgage lien upon the Mortgaged Property now with a reduced principal balance of \$73,992.16 with interest from date and which first mortgage, by its terms, matures on September 1, 2001.

21. With respect to the principal indebtedness of the Mortgagor to the Mortgagee in the sum of One Hundred Twenty-One Thousand One Hundred Twelve and No/100 (\$121,112.00) Dollars evidenced by the Purchase Money note of even date herewith, given by Mortgagor to Mortgagee and secured by this Mortgage, Mortgagor has agreed to repay to Mortgagee said sum as follows:

(a) The sum of \$47,119.84, said sum representing a portion of the deferred portion of the purchase price of the Mortgaged Premises, in three equal annual principal payments together with interest on the unpaid

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