ments or supplements thereto; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants of conditions for thirty days; (9) that the Mortgagee may collect and receive all awards hereafter made by any municipal, county, state or federal authority for the taking of any interest in the aforesaid land or for changing the grade of any public way so as to affect the aforesaid land and property and all such awards are hereby assigned to the Mortgagee; that, at the option of the Mortgagee, the whole or any part of the proceeds of such awards may be applied to the payment of principal and interest secured thereby, whether then due or not, in such order and amounts as the Mortgagee may determine, or be used to discharge in whole or in part any one or more of the covenants, or agreements of this mortgage or be released to the Mortgagor and any one or more of the preceding alternatives may be elected by the Mortgagee in such order as the Mortgagee may determine; (10) the Mortgagor covenants and agrees to pay a late charge not to exceed the greater of Two Dollars ($2.00) or five per cent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments; (11) if the mortgage debt is prepaid in whole or in part in any amount not less than one monthly installment of principal and the aggregate amount of all prepayments made in any one year exceeds 33-1/3% of the original principal amount of the loan, two months advance interest at the then current rate on the part of the aggregate amount of such excess shall be paid to the Mortgagee as consideration for the acceptance of such prepayment, provided, that no such charge may be imposed after the expiration of three years from the date hereof; (12) In the event of default in any of the covenants herein by the Mortgagor, the Mortgagee may cause to be appointed, a receiver of the premises, who may take immediate possession thereof and collect the income therefrom.

And it is Agreed and Understood that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

And the said Mortgagor, in accordance with the provisions of article LXVI of the Code of Public General Laws of the State of Maryland, Maryland Rules of Procedure, and all Local Rules of Court applicable thereto, or any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto; does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or Assigns, or W. Jerome Offutt, of OFFUTT, HAUGH & BLOOM, P.A. , its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving notice required by law of the time, place, manner and terms of sale in some newspaper published in the county or city in which the land is situated; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, including interest to date of ratification of Auditor's account at the rate then payable, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions, and all Attorney's fees, and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before the sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

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.

BY THE EXECUTION OF THIS INSTRUMENT THE MORTGAGOR CERTIFIES THAT PRIOR THERETO HE HAS RECEIVED BOTH A FULLY EXECUTED AGREEMENT AS TO THE CONTRACTUAL RATE OF INTEREST, AND A LOAN DISCLOSURE STATEMENT IN CONNECTION WITH THIS LOAN, BOTH AS REQUIRED BY ARTICLE 49 OF THE ANNOTATED CODE OF MARYLAND.

WITNESS the hand and seal of the said Mortgagor.

~~WITNESSXXXXXXXX~~

ATTEST:

Charles A. Whalen, Secretary

WHALEN ENTERPRISES, INC.

BY: Elizabeth M. Whalen ~~(SEAL)~~

Elizabeth M. Whalen, President

_____(SEAL)

_____(SEAL)

_____(SEAL)