

proceedings for the disposition or eviction of said tenant under said lease be instituted, (except in case of default by tenant under its lease), without the written consent of the Mortgagee and that no request will be made of any tenant to pay any rent, and no rent is to be accepted, in advance of the dates upon which said rent becomes due and payable, under the terms of said lease.

11. The Mortgagors herein agree that any default of the covenants contained in any Agreement bearing even date between Duane Moyer and William I. Weinstein, Trustee, shall constitute and be a default in this Mortgage.

12. Mary Moyer, Jeffrey Moyer and Moyer Lincoln-Mercury Sales, Inc., join herein as Co-Mortgagors for the purpose of being jointly and severally liable for the repayment of the debt hereby secured and compliance with the terms, covenants and conditions of this Mortgage.

13. To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof.

14. That in any proceedings in which the said Mortgagee, because it is the holder of this Mortgage, is caused to file an answer or defend itself through no fault of its own, a reasonable fee shall be paid the attorney for the Mortgagee, and if not paid by the Mortgagors, may be charged against the mortgage account.

The Mortgagors hereby certify that this loan is made solely for the purpose of carrying or acquiring a business or commercial investment within the meaning of Section 12-103 (e) (2) of the Commercial Law Article of the Annotated Code of Maryland (1975), and as the same may be amended from time to time.

IT IS AGREED, by and between the parties hereto, notwithstanding anything herein contained to the contrary that any default in any of the payments covenants or conditions of a Mortgage between Duane Moyer and Mary Moyer, his wife, and Union Trust Company of Maryland, dated February 11, 1974 and recorded among the Land Records of Howard County in Liber 670, folio 172, in the original principal amount of \$20,000.00, covering the property secondly described herein, shall constitute and be a default in the within Mortgage.