

prepaying the loan in full or in part, at any time, providing it shall be accompanied by a prepayment fee equivalent to six (6) months interest at ten percent (10%) per annum of the amount or amounts prepaid in excess of 10% of the original principal balance as aforesaid.

7. A. Except as otherwise mentioned herein, this Mortgage shall constitute a first lien on all chattels, fixtures and equipment owned by the Mortgagors and located in or on said premises, with the exception of six automobile hydraulic lifts, two air compressors, one paint booth and one front end rack.

B. That subject to the provisions of sub-paragraph A above, Mortgagors agree to execute such other instruments as the Mortgagee deems necessary to assure the priority and validity of the lien on such chattels, fixtures and equipment including Financing Statements as provided for under the Uniform Commercial Code as adopted in Maryland.

C. That in no event shall the Mortgagors acquire any chattels, fixtures or equipment to be used in or installed in the property by way of a lease without the prior written consent of the Mortgagee. In the event, and with the prior written consent of the Mortgagee, the Mortgagors acquire any chattels, fixtures, ^{furniture} and equipment to be used or installed in the property by way of a lease, with or without an option to purchase, the lien of the mortgage instrument shall cover only the interest of the Mortgagors (Lessees) in such lease chattels, fixtures, furniture and equipment; however, all such leases shall contain a provision acceptable to Mortgagee allowing but not requiring Mortgagee, in the event of a default in this loan, or in the lease, to cure any default in such lease and to exercise any right to purchase such chattels, fixtures, furniture and equipment.

8. That the loan shall be in default if at any time, without Mortgagee's prior approval, either the property is encumbered other than by this Mortgage lien, title to the property is transferred, or there is any transfer of a stock interest in the Moyer Lincoln-Mercury Sales, Inc., one of the Mortgagors herein, other than by reason of death of one of the stockholders whether voluntarily or involuntarily.