

the lien of this Mortgage, such Building Equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal, any such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free from any Security Agreement, and by such removal and replacement the Mortgagor shall be deemed to have subjected such Building Equipment to the lien of this Mortgage, or (b) any net cash proceeds received from such disposition shall be paid over promptly to the Mortgagee to be applied to the last installments due on the indebtedness secured, without any charge for prepayment.

4. That in the event of any default in the performance of any of the Mortgagor's covenants or agreements herein, the Mortgagee may, at the option of the Mortgagee, perform the same and the cost thereof, with interest at a rate per annum equal to 1 1/2% in excess of the rate payable at the time in question under the Note (but not in excess of the maximum rate allowed by law to be charged to the Mortgagor), shall immediately be due from the Mortgagor to the Mortgagee and secured by this Mortgage.

5. (a) That the Mortgagor will pay all taxes, assessments, water rates, sewer rents and other charges now or hereafter levied against the Premises or any part thereof, and also any and all license fees or similar charges which may be imposed by the municipality in which the Premises are situated for the use of walks, chutes, areas and other space beyond the lot line and on or abutting the public sidewalks in front of or adjoining the Premises, together with any penalties or interest on any of the foregoing, and in default thereof, the Mortgagee may pay the same and the Mortgagor will repay the same with interest and the same shall be added to the indebtedness secured hereby and be secured by this Mortgage; that upon request of the Mortgagee, the Mortgagor will exhibit to the Mortgagee receipts for the payment of all items specified in this Article prior to the date when the same shall become delinquent.

(b) That Mortgagor will not claim any credit on or make any deduction from the interest or principal of the Note by reason of the payment of any taxes levied or to be levied upon the Premises or any part thereof during the continuance of the lien of this Mortgage.

(c) That the Mortgagee may, at its option to be exercised by twenty (20) days written notice to the Mortgagor, require that the Mortgagor shall deposit with the Mortgagee, on the first day of each and every month, simultaneously with the payment of the monthly installments of principal and interest then due under the Note, a sum equal to one-twelfth (1/12) of the annual real estate taxes, assessments, water rates, sewer rents and other charges specified in this Article 5 (hereinafter collectively referred to as "taxes") plus one-twelfth (1/12) of the premiums required to keep in force for one year the insurance specified in Article 2 hereof. If such deposits shall be so required, the Mortgagor shall also deposit with the Mortgagee, at least

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