

29. That the Mortgagor will, in compliance with Section 13 of the Lien Law of the State of New York, if the Premises be located in said State, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvement and will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purpose.

30. That, if the Mortgagor is a corporation, the execution and delivery of this Mortgage has been duly authorized by the Board of Directors of such corporation and, if required by the Certificate of Incorporation of such corporation or by the law of its state of incorporation, the execution and delivery of this Mortgage has been duly consented to by the stockholders of such corporation.

31. (§31. is omitted.)

32. That wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "lease" shall mean "tenancy, subtenancy, lease and/or sublease", the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the Premises", the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage", the word "Note" shall mean "note or bond secured by this Mortgage", the word "person" shall mean "an individual, corporation, partnership or unincorporated association", the word "Premises" shall include the real estate hereinbefore described, together with all Building Equipment, condemnation awards and any other rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof, and the words "Building Equipment" shall include all personal property, chattels and fixtures that are or at any time may be subject to the lien of this Mortgage.

33. That this Mortgage cannot be changed or terminated orally.

34. That the Mortgagor shall keep this Mortgage a valid mortgage lien upon the Premises; shall not at any time create or allow the accrue or exist any debt, lien or charge which would be prior to or on a parity with the lien of this Mortgage upon any part of the Premises (except for the First Mortgage) and shall not cause or permit the lien of this Mortgage to be diminished or impaired in any way.

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