

17. Should the mortgaged property at any time be or become subject to the lien of any mortgage or deed of trust in connection with which payments on account of the indebtedness secured hereby are to be made directly or indirectly by or through the mortgagee or beneficiary thereunder, regardless of whether or not payment of the indebtedness secured hereby is assumed by such mortgagee or beneficiary, the whole of the principal sum and interest and other sums hereby secured at the option of the Mortgagee shall immediately become due and payable.

18. Should the legal title to the mortgaged property or the beneficial ownership thereof be conveyed in the cooperative or condominium form, the whole of the principal sum and interest and other sums hereby secured at the option of the Mortgagee shall immediately become due and payable.

19. Mortgagors represent and warrant that all improvements and leased space demised and let pursuant to each lease covering the whole or any part of said premises, has been completed to the satisfaction of the lessee, that lessee has accepted possession of such leased space and is open for business, that all rents and other charges due and payable under any such lease have been paid, that none has been prepaid, except as expressly described under such lease, and that there is no existing default or breach of any covenant or condition on the part of lessee under any such lease.

20. Mortgagors will give Mortgagees immediate notice by certified mail of any notice of default or notice of cancellation received from any tenant.

21. Any default in any of the terms, conditions or covenants in any assignment of lessor's interest in leases given as additional security for this loan shall constitute an event of default hereunder.

22. That if there is a default in any of the terms, conditions or covenants of this Mortgage, or of the Note secured hereby, or of any other documents given as security for said Note, then, at the option of Mortgagee, all sums then owing by the Mortgagors to the Mortgagee shall become immediately due and payable, and this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee become a part of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, or should the Mortgagee be required to expend any other sums to maintain or protect its lien, all costs and expenses incurred by the Mortgagee and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

23. Mortgagors agree that the leasehold estate will not be surrendered during the life of the Mortgage and that the leasehold estate will not be modified, supplemented, altered or amended, either orally or in writing, without written consent of the Mortgagee.

24. That if at any time there is a conflict between any provisions of this Mortgage and any provision of the aforesaid ground lease or subleases, then the provision of this Mortgage will govern or apply.

25. Mortgagors will not assign the rents or any part of the rents for the ground lease and the subleases to anyone other than the Mortgagee, except in connection with a sale or other transfer of the Mortgagors' interest in the premises.

26. In making disbursement of loan funds hereunder, Mortgagee is under no obligation or duty to, nor has Mortgagee represented that it will, see to the application of the proceeds and the failure of Mortgagee so to control the use of disbursements shall not defeat the subordination herein made in whole or in part.

27. That the Mortgagors shall hold and enjoy the premises above conveyed until there is a default under this Mortgage or in the Note secured hereby. It is the true meaning of this instrument that if the Mortgagors shall fully per-