

23. All of those certain instruments known as the Assignment of Lease (relating to sublessees of Mortgagor), Assignment of the Mortgagor's interest in the Ground Lease from Parie Jone Green above referred and the Conditional Assignment of Rentals, (relating to Mortgagor's sublessees) of even date herewith and recorded on the same date as this instrument, relating to the real estate above described, given by the Mortgagor to the Mortgagee, are incorporated herein by reference and made a part hereof as though fully set forth, and a default in any of the terms and conditions of said instruments by Mortgagor shall automatically constitute a default under the terms and conditions of this mortgage and the note which it secures.

24. In the event the Mortgagor encumbers or permits to be encumbered the whole or any part of the Mortgagor's leasehold estate interest in the demised premises by any mortgage, security instrument, mechanic's or materialman's lien, attachment, judgment or other lien of any kind and nature (hereinafter referred to as "lien or liens" for ease of reference), which result from any acts or neglects of the Mortgagor, then the Mortgagor shall be deemed to have committed an act of default under the terms of this mortgage and the note which it secures; provided, however, that in the event such a lien is filed of public record or any suit or action is instituted against the Mortgagor relating to the Mortgagor's interest in the demised premises, which could result in such a lien, the Mortgagor shall have the right to timely and diligently defend such lien, suit or action until the same is finally concluded by an unappealable Order of a Court of competent jurisdiction in Mortgagor's favor, adjudicating the nonexistence of such lien or the payment, release or satisfaction of such lien in full. If such act or acts of default above described occur, which acts of default shall include, but not be limited to, the failure or refusal of the Mortgagor to defend against such a lien, suit or action as aforesaid, the Mortgagee shall have the option to cure such default or defaults by payment and expenditure of such sums of money as the Mortgagee deems necessary, which shall include costs and attorneys' fees for such purpose and for the further purpose of preserving and maintaining the continued existence of the leasehold estate of the Mortgagor. Any such sums of money paid or expended by

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