

The Mortgagor further covenants and agrees as follows:

1. To pay all sums secured by this Mortgage when due.
2. That Mortgagee shall have access to and the right to inspect said premises at all reasonable times.
3. (a) To faithfully perform the lessor's covenants under any subsisting and future leases affecting said premises, and neither do, nor neglect to do, nor permit to be done, anything other than pursuing the enforcement of the terms of such leases in the exercise of the lessor's remedies thereunder following a default on the part of any lessee in the performance of its prescribed obligations, which may cause the modification or termination of any of said leases, or of the obligations of any lessee or any person claiming through such lease, or the rents provided for therein, or the interest of the lessor or of Mortgagee therein or thereunder;
  - (b) To permit no assignment of any of said leases or any sub-letting thereunder, unless the right to sublet or assign is expressly reserved by the lessee, nor to anticipate for more than one (1) month any rents that may become collectible under such lease;
  - (c) That Mortgagor will not execute a mortgage or create or permit a lien which may be or become superior to any subsisting leases affecting said premises;
  - (d) To notify Mortgagee promptly of any accidental damage to said premises in excess of \$1,000.00;
  - (e) That if any part of the automobile parking areas included within said premises is taken by condemnation or before said areas are otherwise reduced, Mortgagor will provide parking facilities in kind, size and location to comply with all leases, and before making any contract therefor will furnish to Mortgagee satisfactory assurance of completion thereof free of liens and in conformity with all governmental zoning ordinances and regulations;
  - (f) Mortgagor represents and warrants 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.
4. Mortgagor will give Mortgagee immediate notice by certified mail of any notice of default or notice of cancellation received from any tenant.
5. All representations made by it in the several occupancy leases are true.
6. It will not construct, restore, add to or alter any building or other improvements on the premises, nor consent to or permit any such construction, restoration, addition or alteration without Mortgagee's written consent unless it is legally obligated to do so by an express provision in one of the several leases, and even in the latter event to obtain Mortgagee's prior written approval of such construction, restoration, addition or alteration or of the form and substance of any consent it proposes to give.
7. It will grant no parking rights to tenants who occupy the premises other than those provided for in existing leases except with Mortgagee's written consent.
8. To keep and maintain complete and accurate books and records of the earnings and expenses of the premises, and without expense to Mortgagee, to deliver to Mortgagee, within one hundred and twenty (120) days after the close of each fiscal year, an annual audit of the operation of the premises showing in reasonable detail the rents and profits received from, and disbursements made in

