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this rate is in excess of that allowable by law, then at the highest rate allowable by law).

6. That the Mortgagor will maintain the premises in good condition and repair, will not commit or suffer any waste of the premise, will not remove or permit the removal of any building, improvement or fixture from, or perform or permit any act which would in any way impair the value of the premises, and will comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the premises; that the Mortgagor will promptly repair, restore, replace or rebuild any part of the premises now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any taking by eminent domain by any public or quasi-public authority; that the Mortgagor will complete without interruption any structure at any time in the process of construction on the premises and will pay any debt, claim or other charge for repairs or improvements that may have been made or may hereafter be made on, and which may become a lien against, the premises or any part thereof, and will not permit any lien or encumbrance of any kind which may be or become superior to this Mortgage to accrue or remain on the premises or any part thereof; in the event of default hereunder, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary or complete the construction work and charge the expenses for such repairs or for the completion of construction to the Mortgage debt and/or declare the indebtedness secured hereby due and payable.

7. That the Mortgagor, at the option of the Mortgagee, will pay to the Mortgagee all moneys received as compensation for the taking of the premises or any part thereof by virtue of the right of eminent domain or in any other manner whatsoever and all moneys received as damages for injury sustained by the premises or any part thereof and in any such event, the Mortgagee may, if in its sole discretion it determines that its security is impaired, elect to declare the whole of the remaining indebtedness, if any, immediately due and payable.

8. That the Mortgagor will comply with all the terms and conditions contained in that certain Loan Agreement between the Mortgagor and the City, dated December 19, 1980.

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