

be unenforceable by the provisions of any applicable law, Mortgagor will not execute or deliver any Junior Mortgage unless (10) days prior to the date thereof a copy thereof which shall contain express covenants to the effect that:

(a) The Junior Mortgage is subject and subordinate to this Mortgage and to all renewals, extensions, modifications, releases, increases, increases in interest rate and future advances hereunder without any obligation on Mortgagor's part to give notice of any kind thereto.

(b) The Junior Mortgage is subject and subordinate to any and all leases of all or any portion of the Premises made or to be made, and if any action or proceeding shall be brought to foreclosure the Junior Mortgage (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), no occupant or tenant of any portion of the Premises will be named as a party defendant except for officers of principals of Mortgagor who may be occupants thereof, nor will any action be taken with respect to the Premises which would terminate any occupancy or tenancy of the Premises without the consent of Mortgagee.

(c) The rents and profits, if collected through a receiver or by the holder of the Junior Mortgage, will be applied first to the obligations secured by this Mortgage, including principal and interest due and owing on or to become due and owing on the note and then to the payment of maintenance, operating charges, taxes, assessments and disbursements incurred in connection with the ownership, operation and maintenance of the Premises; and

(d) If any action or proceeding shall be brought to foreclosure the Junior Mortgage, prompt notice of the commencement thereof will be given to Mortgagee.

Notwithstanding the foregoing, Mortgagor will not suffer or permit any act or omission whereby any of the Property, Improvements or any of the Personal Property shall become subject to any attachment, judgment, lien, charge, or other encumbrance or whereby any of the security represented by this Mortgage shall be impaired or threatened.

2.8 Prohibition Against Removal or Material Alterations. No Improvements or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished or materially altered or enlarged, nor shall any new improvements be constructed, without the prior written consent of Mortgagee, except that Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such Personal Property as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal, any such Personal Property shall be replaced with other Personal Property of a value at least equal to that of the replaced Personal Property and free from any title retention or other security agreement or other encumbrance and from any reservation of title, and by such removal and replacement the Mortgagor shall be deemed to have subjected such new Personal Property to the lien of this Mortgage.

2.9 Maintenance: No Waste: Restoration: No Zoning Changes. Mortgagor will maintain the Premises in good condition and repair, and will not commit or suffer any waste of the Premises; 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

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