

09/15/1983

BOOK 1526 PAGE 251

gagee all of the rents and other payments for the occupancy or use of the Property or the Improvements (collectively, the "Rents") but the Mortgagee does not assume any liabilities of the Mortgagor with respect to the leases and other agreements for occupancy of any part of the Property or the Improvements (the "Leases"). Subject to the terms of this Section, the Mortgagee waives the right to enter the Property for the purpose of collecting the Rents, and grants the Mortgagor the right to collect and retain as its own property free from the lien hereof the Rents. The right of the Mortgagor to collect the Rents may be revoked by the Mortgagee upon any default by the Mortgagor under the terms of the Note or this Mortgage by giving notice of such revocation to the Mortgagor. Following such notice the Mortgagee may retain and apply the Rents toward payment of the Note in such priority and proportions as the Mortgagee, in its discretion, shall deem proper, or to the operation, maintenance and repair of the Property. The Mortgagor shall not, without the consent of the Mortgagee, accept prepayments of installments of the Rents for a period of more than two (2) months in advance or further assign the whole or any part of the Rents. The Mortgagor shall (a) fulfill or perform each and every material provision of the Leases on the part of the Mortgagor to be fulfilled or performed, and (b) enforce the performance and observance of the provisions thereof by the tenants thereunder. Nothing contained in this Section shall be construed as imposing on the Mortgagee any of the obligations of the lessor under the Leases.

8. Maintenance of the Property. The Mortgagor shall cause the Property to be maintained in good condition and repair and will not commit or suffer to be committed any waste of the Property. The Improvements shall not be removed or demolished without the consent of the Mortgagee. The Mortgagor shall promptly comply with all laws, orders and ordinances affecting the Property, or the use thereof, and shall promptly repair, replace or rebuild any part of the Property which may be damaged or destroyed by any casualty (including any casualty for which insurance was not obtained or obtainable) or which may be affected by any proceeding of the character referred to in Section 6 hereof and shall complete and pay for, within a reasonable time, any structure at any time in the process of construction or repair on the Property. The Mortgagor's obligation to repair, replace or rebuild the Property in cases referred to in Section 3 and 6 hereof shall be contingent upon the Mortgagee paying the Mortgagor the proceeds, or such portion thereof as shall be sufficient to complete such repair, replacement or rebuilding, whichever is less. If the proceeds are not sufficient, the provisions of Paragraph D of Section 22 of this Mortgage shall apply. The Mortgagor will not, without obtaining the prior consent of the Mortgagee, be a party to any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof.

1526

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