

mortgaged premises, or any part thereof (but without an assumption by the Mortgagee of liabilities of the Mortgagor under any such leases by virtue of this assignment), and the Mortgagor hereby assigns to the Mortgagee the rents, issues and profits of the mortgaged premises. In the event of a default (or defaults) in the terms, conditions, covenants or promises contained in this Mortgage or in the Notes or any other promissory note or notes evidencing the Mortgage Indebtedness, or any part thereof, which is incurred within the time specified in the applicable instrument, the Mortgagee may receive and collect said rents, issues and profits through a court appointed receiver so long as any such default shall exist and during the pendency of any foreclosure proceedings and during any redemption period. The collection of rents by the Mortgagee shall in no way waive the right of the Mortgagee to foreclose this Mortgage in the event of any said default.

16. No Other Liens. Except as is permitted under the Note, the Mortgagor shall not consent or agree to any lien, mortgage, security interest or sale and leaseback transaction upon or affecting the mortgaged premises, or any part thereof, except as granted in this Mortgage and any other lien or security interest granted to the Mortgagee.

17. Obligations under Leases, etc. The Mortgagor shall promptly and diligently observe and perform all of the terms, conditions, covenants and agreements to be observed or performed by the landlord and enforce every obligation of the tenant under any lease assigned to the Mortgagee and every tenant in which rents are assigned to the Mortgagee. The Mortgagor shall not, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, cancel, modify, amend or supplement, or consent to any cancellation, modification, amendment or supplement of any lease assigned to the Mortgagee, nor assign or transfer any such lease.

18. Restriction on Use of Premises, etc. Except as is permitted by the Note, the Mortgagor will not make, suffer, or permit, without the written consent of the Mortgagee first had and obtained, which consent shall not be unreasonably withheld, (a) any use of the mortgaged premises for any purpose other than that for which the same are now used or intended to be used, or (b) any sale of the land, buildings or improvements or any replacement, removal or demolition of the buildings and improvements now or hereafter erected or located upon the land, or (c) any sale, replacement or removal of the equipment now or hereafter located upon the mortgaged premises except in the ordinary course of business, or (d) the abandonment or vacating of the premises for a period in excess of sixty (60)