

be delivered to the mortgagee.

(6) The mortgagor will not, without the prior written consent of the mortgagee, enter into any agreement or accept the benefit of any arrangement whereby the holder of any Prior Mortgage waives, postpones, extends, reduces or modifies the payment of any installment of principal or interest or any other item or amount now required to be paid under the terms of any Prior Mortgage or modifies any provisions thereof.

(7) The mortgagor will, within ten (10) days after written demand from the mortgagee, use its best efforts to obtain from the mortgagee of each of any Prior Mortgage and deliver to the mortgagee a certificate stating that such Prior Mortgage is in full force and effect, is unmodified, that no notice of default thereunder has been served on the mortgagor thereunder and stating whether or not there are any defaults thereunder, and specifying the nature of such default, if any.

(8) The mortgagor will furnish to the mortgagee, upon demand, proof of payment of all items which are required to be paid by the mortgagor pursuant to any Prior Mortgage and proof of payment of which is required to be given to the mortgagee under any such Prior Mortgage.

(9) The mortgagor shall execute and deliver, on request of the mortgagee, such instruments as the mortgagee may deem useful or required to permit the mortgagee to cure any default under any Prior Mortgage or permit the mortgagee to take such other action as the mortgagee considers desirable to cure or remedy the matter in default and preserve the interest of the mortgagee in the mortgaged property.

ARTICLE III

The whole of the said principal sum and the interest shall become due at the option of the mortgagee:

(1) If the mortgagor fails to pay any installment of principal or interest on any Prior Mortgage within five days after the same is due, or if the mortgagor fails to keep, observe, or perform any of the other covenants, conditions, or agreements contained in any Prior Mortgage; or

(2) If the mortgagor fails to repay the mortgagee on demand any amount which the mortgagee may have paid on any Prior Mortgage with interest thereon to protect the mortgagee's interest under this mortgage; or

(3) Should any suit be commenced to foreclose any Prior Mortgage.