

of insurance which insure against any loss or damage to the Premises, with loss payable to Mortgagee, with contribution by Mortgagee, pursuant to the New York Standard or other mortgagee clause satisfactory to Mortgagee. If Mortgagee, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Mortgagor for the repair or replacement of the Premises or any part thereof, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor. Not less than ten (10) days prior to the expiration date of each policy of insurance required of Mortgagor pursuant to this paragraph, and of each policy of insurance held as additional collateral for the Secured Indebtedness, Mortgagor shall deliver to Mortgagee a renewal policy or policies marked "Premium Paid" or accompanied by other evidence of payment satisfactory to Mortgagee. In the event of a foreclosure of this mortgage, the purchaser of the Premises shall succeed to all the rights of Mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Mortgagee, with respect to all property conveyed and to be conveyed by this mortgage, pursuant to the provisions of this paragraph.

That Mortgagor shall maintain the Premises, including the landscaping thereof, in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this mortgage, which may be effected by any proceeding of the character referred to in the paragraph on condemnation of this mortgage. No part of the Premises, including but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or thereafter conveyed as security by or pursuant to this mortgage, shall be removed, demolished or materially altered without the prior written consent of Mortgagee. Mortgagor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Premises or any part thereof, without Mortgagee's prior written consent, such consent not to be unreasonably withheld.

That Mortgagee and any persons authorized by Mortgagee shall have the right to enter and inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose.

To faithfully perform the covenants of Mortgagor as lessor under any present and future leases affecting all or any portion of the Premises, and neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of Mortgagor or Mortgagee therein or thereunder. Not to (a) assign the rents, or any part thereof, from the Premises, (b) consent to the cancellation or surrender of any lease of the Premises, or any part thereof, now existing or hereafter to be made, (c) modify any such lease so as to shorten the unexpired term thereof, or so as to decrease the amount of the rent payable thereunder, without first obtaining the written consent of Mortgagee thereto. To procure and deliver to Mortgagee at the time of executing this mortgage, or at any time within thirty (30) days after notice and demand, estoppel letters or certificates from each lessee, tenant or occupant in possession of the Premises, as required by, and in form and substance satisfactory to Mortgagee, and proof of due service of copy of said assignment on each lessee, either personally or by prepaid registered mail, return receipt requested. The provisions of (b) and (c) of this paragraph shall not apply to leases and tenancys for terms of 3 years or less covering space of 6,000 square feet or less.

To execute and deliver (and pay the costs of preparation and recording thereof) to Mortgagee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, mortgages, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the lien of Mortgagee to all