

receives within any one year period written notice from ten (10%) percent or more of the lessees of default by the lessor thereunder, together with a reasonably detailed description of the nature of such alleged defaults; and (iii) use reasonable efforts to enforce the performance or observance of each and every term, covenant and provision of any such lease by the lessee thereunder to be performed or observed. In the event that Mortgagor is an occupant of any part of the Property and any Event of Default remains uncured, Mortgagor shall pay monthly in advance to Mortgagee, or to any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be in possession of Mortgagor, and upon default in any such payment, shall at the request of Mortgagee vacate and surrender possession of such part of the Property to Mortgagee or to such receiver or be subject to eviction by summary proceedings or otherwise. To the extent permitted by applicable law, the Mortgagee has the right to appoint a receiver to manage the Property and to collect the Rents following a default, and such receiver, at the option of the Mortgagee, may remain in possession of the Property for the remaining term of the obligation or until it is discharged in full.

Mortgagor has executed and delivered to Mortgagee as additional security for the Indebtedness, the Assignment of Leases, Rents and Profits. Any default by the Mortgagor in the terms and conditions of the Assignment of Leases, Rents and Profits shall be deemed an Event of Default entitling Mortgagee to exercise any and all rights and remedies provided by this Mortgage.

13. In order more fully to protect the security of this Mortgage, together with and in addition to the monthly