- (b) The Borrower will not remove or demolish nor alter the design or structural character of any building (now or hereafter erected), fixture, chattel or other part of the premises without the written consent of the Lender.
- (c) If the premises or any part thereof is damaged by fire or any other cause, the Borrower will give immediate written notice of the same to the Lender and at the option of Lender the entire indebtedness secured hereby shall become immediately due and payable.
- (d) The Lender or its representative is hereby authorized to enter upon and inspect the premises at any time during normal business hour.
- (e) The Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the premises or any part thereof.
- (f) If all or any part of the premises shall be damaged by fire or other casualty, the Borrower will, upon request of Lender, promptly restore the premises to the equivalent of its condition irrediately prior to such damage, and if a part of the premises shall be damaged through condemnation, the Borrower will, upon request of Lender, promptly restore, repair or alter the remaining property in a manner satisfactory to the Lender. In the event Borrower is required to restore, repair or alter the premises hereunder after fire, other casualty or condemnation, Borrower shall be entitled to any net insurance proceeds or condemnation proceeds which have been received as a result of said fire, other casualty or condemnation to so, restore, repair or alter, but only to the extent of the cost of such restoration, repair or alteration.
- 1.06 Further Assurances. At any time, and from time to time, upon request by the Lender, the Borrower will make, execute and deliver or cause to be made, executed and delivered, to the Lender, any and all other further instruments, certificates and other documents as may, in the opinion of the Lender be necessary or desirable in order to effectuate, complete, enlarge lender be necessary or desirable in order to effectuate, complete, enlarge or perfect or to continue and preserve the obligation of the Borrower under the Note and the security interest of this Deed to Secure Debt and Security Agreement. Upon any failure by the Borrower so to do, the Lender may make, execute and record any and all such instruments, certificates and documents for and in the name of the Borrower and the Borrower hereby irrevocacly appoints the Lender the agent and attorney in fact of the Borrower so to do.
- 1.07 Leases Affecting the Premises. Borrower hereby assigns to Lender as further security for the debt secured hereby Borrower's interest in and to any and all leases, tenant contracts, rents, rental agreements and other contracts, licenses and permits now or hereafter affecting the premises, or any part thereof and all such leases, tenant contracts, rental agreements and other contracts, licenses and permits will be submitted by Borrower to Lender in advance of execution of same for approval by Lender as to form and legal sufficiency. At Lender's request, Borrower will execute documents confirming such assignment, which documents shall be in form and substance approved by and satisfactory to Lender and at Lender's request obtain the written consent of each tenant to such assignment. No such assignment shall be construed as a consent by Lender to any such lease, tenant contract, rental agreement or other contract, license or permit, or to impose upon Lender any obligation with respect thereto. Without the prior written consent of Lender, Borrower will not cancel, surrender, terminate, nor modify any such lease, tenant contract or rental agreement, nor reduce the payment of the rent thereunder, nor accept, nor permit to be made, any prepayment of any installment, of rent thereunder (except the usual prepayment of rent which results from the

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