

2. Funds for Taxes and Insurance. Subject to the other provisions of this Agreement, Borrower shall pay to Lender on the day monthly, first, amounts of principal and interest due on the underlying Note, and the Note and all rights thereunder shall remain in full force and effect notwithstanding payment of principal and interest on the Note. The Note and all rights thereunder shall remain in full force and effect notwithstanding payment of principal and interest on the Note.

Funds to pay one-twelfth of the yearly taxes and assessments which are attached hereto, over the Mortgage, and accrued rents on the Property, or twelve-thousandth of yearly rents, plus one-half of the amount of any additional taxes or assessments which may become due during the year, and such taxes and assessments shall be paid by Lender on the basis of assessments and bills, and reasonable estimates thereof. The Bonds shall be held by Lender as security for the payment of which are required on or after each year by the Board of State Building, including Lender in the same manner as principal. Lender shall apply the Bonds to pay such taxes, assessments, and other payments as of greater amounts than bonds, or bills, as may be necessary to cover and apply the Bonds or to cover future and unexpired said assessments and bills. Borrower shall pay to Lender interest at the time of execution of this Mortgage, that interest on the Bonds shall be paid to Bearer, and the interest on principal to Lender, shall not be required to pay. Borrower may, at his option, pay the Bonds for him at any time. Bearer, at his option, may, at any time, pay off the Bonds showing credits and debits to the Bonds, and the amount so paid to the Bonds, shall be paid to Lender. The Bonds are pledged as additional security for the sums so paid to this Mortgage.

If the amount of the Funds held by Lender is greater than the sum of amounts of Taxes plus the sum due to the due dates of taxes less amounts of tax credits and previous taxes paid less the amount allocated to previous taxes assessments, escrow account premiums and previous taxes as they fall due, such excess shall be paid by Lender within fifteen days after payment of such taxes to Borrower or directly to beneficiaries of Funds. If the amount of the Funds held by Lender is not sufficient to pay taxes assessments, escrow account premiums and previous taxes as they fall due, Borrower shall pay to Lender the amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower specifying payment thereof.

Upon payment in full of the sum secured by this Mortgage, I further stipulate that the Borrower may funds held by Lender.

If under paragraph 18.1(e) of the Leasory, as sold on the Property, is otherwise agreed by Lessor, Lessor shall apply no later than immediately prior to the sale of the Property or its equivalent to Lessor any Rent held by Lessor at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless paid in full, no payment or part payment made by the Debtor under the Note and against the principal of the Note shall be deemed to have been made in satisfaction of the Note, but shall be applied first to the accrued interest on the Note and then to the principal of the Note and to the principal of Future Advances if any.

6. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fees, and impositions attributable to the Property which may attach or become due under the Mortgage and prior to the date of Lender's action in the manner provided under paragraph 2 hereof or by the Borrower failing to pay when due, the sum of all such charges, fees, and impositions. Borrower shall personally furnish to Lender all notices and demands for payment of amounts due on the notes. Borrower shall make payment directly. Borrower shall personally furnish to Lender notices of default and other demands. Borrower shall personally discharge any lien which has previously been set up. Mortgagor, succeeded the Borrower, shall remain liable to Lender for such liens so long as Borrower shall agree to waive his right to the payment of the obligations and to hold him harmless, except to the extent attributable to Lender, or shall in good faith request such action by the defendant in a court of competent jurisdiction which operates to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. BonaVita shall keep in force insurance covering all risks incident to the Property insured against fire, lightning, windstorms, hailstorms, flooding, and such other risks as Lender may require and in such amounts and for such premiums as Lender may prescribe; it is understood that Lender will not require that the amount of such coverage exceed that amount of coverage required to be maintained by the Mortgagor.

The memorandum concerning the construction of the Bremen-Berlin railway was submitted to approval by Berlin; proceeded, that such proposal shall now be immediately withdrawn. All present documents, the original versions shall be sent at Berlin's request, in the manner proposed by the representative of the Reichstag, and a copy shall be given to the Reichstag when the relevant bills are introduced.

All insurance policies and renewals thereof shall contain a provision to the intent and effect to exclude a standard coverage clause which would refuse to make payment for damage to the subject and equipment thereof, and *Borrower*

in case of loss or damage to the property of the lessee, the lessor and his agents and servants shall be liable for the value of the property so lost or damaged, and in the event of loss, the lessor shall give prompt notice to the lessor, lessee and lessee's agent and lessee shall make good of loss of property belonging to lessor.

Unless Lender and Borrower otherwise agree, the insurance proceeds may be applied to correction or repair of the Property and used upon presentation of evidence reasonably feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not made, the feasibility of the security of this Mortgage would be impaired, the trustee may proceed to apply the insurance proceeds to the Mortgage with the excess of any paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for damages to the Property, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to correct damage to the Property or to the extent covered by the Mortgage.

Unless Extended and Otherwise Agreed in Writing, Any and All Payments of Proceeds to Principal Shall Not Extend or Postpone the Due Date of the Monthly Payments Set forth in Paragraphs 1 and 2 Hereof or Change the Amount of Such Installments.

If under paragraph 18(b) of the Property is sold by Lender, all rights, title and interest in Borrower in and to any insurance policies and in and to the proceeds thereof, to the extent of the sum secured by this Mortgage immediately prior to such sale or assignment resulting from damage to the Property prior to the date of acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or consent make improvement or deterioration of the Property and shall comply with the provisions of any lease of this Mortgage or on a leasehold. If this Mortgage is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and condominium documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which materially affects the property or value of the Property, including, but not limited to, eminent domain, insolvency, bankruptcy, receivership or any other proceeding involving a bankruptcy or dissolution, then Lender at Lender's option, upon notice to Borrower, may make such arrangements, studies, surveys and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursements of reasonable attorney's fees and enter upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to waive any exercise or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying a reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages arising out of condemnation in connection with any condemnation or other taking of the Property, or part thereof, or for compensation in lieu of condemnation, etc., heretofore assigned and shall be held by [REDACTED]

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion

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