

2. Funds for Taxes and Insurance. Subject to limitations contained in the indenture, the Trustee shall apply the Funds to pay taxes and insurance premiums on the Property. To pay the amount of real property taxes, the Trustee may cause to be filed with the appropriate tax authority a statement of tax payable together with a copy of the tax bill or other evidence of the amount of taxes due, the time of assessments and the sufficient amounts thereof. The Trustee shall apply the Funds to pay such taxes, assessments and other amounts as the Trustee may require by calling and applying the Funds for levying and collecting such assessments and taxes. But the Trustee may give notice at the time of execution of this Mortgage that it does not wish the Funds to be applied to taxes and assessments and the Trustee shall not be required to pay Borrower's expenses in the Funds for taxes and assessments. But in case of the failure to collect all or part of the Funds showing credits and debits to the Funds with respect to the amount paid to the Tax Department, The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender together with the amounts of unpaid fees of Lender available prior to the due dates of taxes, assessments, expenses, costs and accrued costs of Taxes plus the amount required to pay valid tax assessments, penalties, premiums and ground rents as they become due and assessed by the Board, are not sufficient enough to pay to Borrower or credited to Borrower, all valid assessments of Taxes. In that case, the Funds held by Lender shall not be sufficient to pay taxes, assessments, expenses, costs and accrued costs of Taxes plus the amount Borrower may have to pay to Lender, if necessary to make up the deficiency within thirty days after such funds, if any, are Borrowed, are being disbursed.

Upon payment in full of all sums secured by the Mortgage, Lender shall have the right to Request any Funds held by Lender.

If under paragraph 18(b) any of the Requirements is breached, the period of notice referred to in the last sentence shall apply, no later than immediately prior to the end of the Period of Notice, to enable the Bank to take steps to discharge the same of application as a credit against the amounts unpaid by the Mortgagor.

3. Application of Payments. Unless otherwise provided by the Note, all payments received by the Debtor under the Note and notwithstanding anything else contained in the Note or in any other instrument or agreement between the Debtor and the Borrower shall be applied first to the payment of interest accrued on the Note, then to the principal of the Note, and to the principal of Future Advances if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fees and expenses attributable to the Property which may become payable under the Mortgage, and the amount of any such liability as set forth in the manner provided under paragraph 2 hereof, or the Borrower failing to pay any of the same, the trustee named therein, Borrower shall promptly furnish to Lender all notices and statements required by law concerning the same. Borrower shall make payment directly. Borrower shall promptly furnish to Lender any documents, papers or instruments it may have in its possession, evidence any loss which may have occurred to the Mortgage, provided that Borrower shall not be liable for any such loss so long as Borrower shall agree in writing to the payment of the deficiency so caused. If any such deficiency exists, Lender or Lender's agent shall in good faith negotiate with him/her or his/her agent for payment of such deficiency, and if he/she fails to do so, Lender or Lender's agent shall have the right to collect the deficiency by action at law or otherwise.

5. Hazard Insurance. The Company will pay the amount of the insurance premium paid by the Proprietor in respect of the Property insured against loss by fire, damage by wind or storm, lightning, explosion, water damage, and such other risks as are listed in the policy and in such amounts and for such periods as the Proprietor may desire. It is understood that the Proprietor shall make sure that the amount of such coverage exceed that amount of coverage required by the City Government of the Municipality.

The members of Congress regarding the importance of the right to privacy were unanimous in their opposition to H.R. 1000, which would have required the Federal Trade Commission to regulate the manner in which companies collect consumer information.

15.1.2. The Lender may require the Borrower to pay interest on the principal amount of the Advances and the fees and charges due under this Agreement at such times as the Lender may require. The Lender and the Borrower shall agree on a standard percentage clause in favour of and in form acceptable to the Lender. Interest on the principal amount of the Advances and fees and charges due under this Agreement shall be calculated on the basis of a year of 360 days and the actual number of days in the period for which the Advances and fees and charges due under this Agreement are outstanding.

Unless Lender and Borrower otherwise agree in writing, the above proceeds shall be applied to restoration or repair of the Property damaged provided such damage does not exceed 10% of the value of the Property and the security of the Mortgage is not thereby impaired. If a non-restorable emergency occurs which would impair the security of the Mortgage would be impaired, the insurance proceeds will be applied to the same as required by the Mortgage until the same is fully paid to Lender. If the Property is abandoned by Borrower or if Borrower fails to make good a deficiency within 30 days after notice for Lender to Borrower that the estimated cost of repairs exceeds 10% of the value of the Property, Lender may apply the insurance proceeds at Lender's discretion to the extent necessary to repair the Property or to the amount set by the Mortgage.

Unless Landlord and Tenant otherwise agree, nothing contained in this lease or agreement to pay rent shall not extend or postpone the due date of the monthly rental as set forth in Paragraph 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 forced the Proprietary interest to be sold, the right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof, to the extent of the sum secured by the Mortgage immediately prior to such sale or acquisition resulting from damage to the Property shall vest in the person or persons to whom the same belongs to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or consent to any damage or deterioration of the Property and shall comply with the provisions of any lease of this Mortgage or other household. If the Mortgagor is an condominium unit, Borrower shall perform all of Mortgagor's obligations under the declaration of condominium and the rules and regulations of the condominium project and condominium documents.

7. Protection of Lender's Security. If Borrower fails to pay upon time any sum or amounts contained in this Mortgage, or if any action or proceeding is commenced which may affect Lender's interest in the Property, including but not limited to eminent domain, foreclosure, bankruptcy or proceedings to foreclose title to the Property, then Lender at Lender's option, upon notice to Borrower, may make such expenditures, costs, and take such actions as it deems necessary to protect Lender's interest, including but not limited to, deduction of sums payable thereon, fees and costs, 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 otherwise, terms of payment such amounts shall be payable upon notice from Lender to Borrower, commencing on the date of disbursement, except that no 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 incur any expense or delay in collecting.

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

9. Condemnation. The proceeds of any award or claim for damages, losses or costs, potential or otherwise, with any condemnation or other taking of the Property, or part thereof, or for easements or rights of condemnation, etc., heretofore assigned and shall be paid to the lessee.

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 amounts secured by the Mortgage such proportion of the proceeds as is equal to the proportion