(e) The Mortgagor 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 Mortgagor will promptly restore the premises to the equivalent of its original condition and if a part of the premises shall be damaged through condemnation, the Mortgagor will promptly restore, repair or alter the remaining property in a manner satisfactory to the Mortgagee.

Sixth: FURTHER ASSURANCES. At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, execute and deliver or cause to be made, executed and delivered to the Mortgagee any and all other further instruments, certificates, and other documents as may, in the opinion of the Mortgagee be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve the obligation of the Mortgagor under the note and the lien of this mortgage and security agreement. Upon any failure by the Mortgagor so to do, the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and attorney in fact of the Mortgagor so to do.

Seventh: LEASES AFFECTING THE PREMISES. The Mortgagor shall perform all covenants to be performed by the Landlord under any and all leases on the premises or any part thereof and shall not, other than in the ordinary course of business, without the written consent of the Mortgagee, cancel, surrender or modify any lease which the Mortgagor has assigned to the Mortgagee. Upon demand, the Mortgagor will furnish the Mortgagee copies of any lease on the premises or any part thereof.

Eighth: EXPENSES. The Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses incurred by the Mortgagee in any proceedings involving the estate of a decedent or an insolvent, or in any action, legal proceeding or dispute of any kind in which the Mortgagee is made a party or appears as a party plaintiff or defendant affecting the indebtedness secured hereby, this mortgage or the interest created herein or the premises, including, but not limited to, any action to foreclose this mortgage and security agreement, enforcement of payment of the note secured hereby; any condemnation action involving the premises or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be added to the indebtedness secured by the lien of this mortgage.

Ninth: ESTOPPEL AFFIDAVITS. The Mortgagor and Mortgagee, upon ten (10) days prior written notice shall furnish the requesting party a written statement, duly acknowledged, setting forth the unpaid principal balance of, and interest on, the indebtedness secured hereby and Mortgagor shall state whether or not any offsets or defenses exist against such principal and interest.

Tenth: SUBROGATION. The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

Eleventh: PERFORMANCE BY MORTGAGEE OR DEFAULTS BY MORTGAGOR. If the Mortgagor shall default in the payment of any tax lien, assessment or charge levied or assessed against the premises; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder or in the performance or observance of any other covenant, condition or term of this mortgage and security agreement then the Mortgagee, at its option, may perform or observe the same, and all payments made for costs or expenses incurred by the Mortgagee in connection therewith, shall be added to the debt secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee. The Mortgagee shall be the sole