

shall not be unreasonably withheld, and any such lease or encumbrance made without the Mortgagee's prior written consent shall be void. The Mortgagor shall not, without the prior written consent of the Mortgagee, further assign the rents from THE MORTGAGED PROPERTY, or enter into any agreement or do any act to amend, modify, extend, terminate or cancel, accept the surrender, subordinate, accelerate the payment of rent, or change the terms of any renewal option of any lease now or hereafter covering such property or any part thereof, and any such assignment, agreement or act without the express written consent of the Mortgagee shall be void. The Mortgagor agrees that in the event the ownership of THE MORTGAGED PROPERTY or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal in any way with such successor or successors in interest with reference to the Mortgage and the indebtedness and other sums hereby secured without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the indebtedness and other sums hereby secured. No sale of THE MORTGAGED PROPERTY and no forbearance to any person with respect to this Mortgage and no extension to any person of the time for payment of the indebtedness and other sums hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor either in whole or in part.

The Mortgagor hereby represents to the Mortgagee, as a special inducement to make the loan secured hereby, that, as of the date hereof, there are no encumbrances to secure indebtedness junior to this Mortgage and covenants that there are to be no such encumbrances as of the date when this Mortgage becomes of record.

1.08 Further Assurances. At any time and from time to time, upon the Mortgagee's request, the Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to the Mortgagee and where appropriate shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refiled at such time and in such offices and places as shall be deemed desirable by the Mortgagee, any and all such further deeds of trust, mortgages, instruments of further assurance, certificates and other documents as the Mortgagee may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of the Mortgagor under the Note and this Mortgage and the lien of this Mortgage as a first and prior lien upon all of THE MORTGAGED PROPERTY, whether now owned or hereafter acquired by the Mortgagor, subject only to the prior liens described in Schedule "B" hereto, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage or the power of sale herein contained. Upon any failure by the Mortgagor to do so, the Mortgagee may make, execute, record, file, re-record or refile any and all such deeds of trust, mortgages, 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 to do so.

1.09 Further Assurances with Respect to the Additional Security. The Mortgagor (as Debtor) hereby grants to the Mortgagee (as Creditor) a security interest in the Additional Security. This Mortgage is a self-operative security agreement with respect to such property, but the Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as the Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. The Mortgagee shall have all the rights and remedies, in addition to those specified herein, of a secured party under the Uniform Commercial Code.

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