

or warranty herein or in any document collateral hereto proves to be untrue in any material respect, then Mortgagee shall be entitled, at its election, to declare the entire debt due and payable and institute foreclosure proceedings.

(6) That if all or any part of said premises or any easement therein is taken by virtue of the law of eminent domain, they, Mortgagors, shall, apart from any notice provided by law, promptly notify the Mortgagee of such proceedings and of any attempted purchase, or of the appropriation of said property or any easement therein by any public authority or person or corporation having the right of eminent domain, and hereby assign all condemnation or purchase money which may be agreed upon or found due to the Mortgagee for application to the discharge of the debt secured hereby, whether due or not, provided, that such monies shall be held by Mortgagee without liability for interest, and made available for repair and restoration of improvements if required by terms of the Lease in the same manner and under the same conditions as apply to the distribution of insurance proceeds in Paragraph (1) of this mortgage.

(7) Mortgagee, by its agents or employees, shall at all reasonable hours have free access to the mortgaged premises and through any building for the purpose of inspecting the condition of same or of exercising any right or power under the terms of this mortgage.

(8) As additional security they, Mortgagors, have separately assigned to Mortgagee all right, title and interest of Mortgagors in the Lease, by an assignment of even date herewith, including, without limitation, the reversion of Mortgagors and the benefit of all covenants in said Lease binding on the Lessee and necessary or convenient for the enforcement of the interests of the Mortgagee; and they, Mortgagors, give to and confer upon said Mortgagee the right, power and authority during the continuance of this mortgage to collect the rents, issues and profits of said premises. Without the written consent of Mortgagee, Mortgagors will not reduce rents or otherwise modify or alter any term of the Lease, or waive or release the Lessee from any obligation thereunder, or terminate the term of the Lease, or accept a surrender thereof, or reject any offer or option to purchase made by Lessee under terms of the Lease. Unless otherwise permitted by Mortgagee, they, Mortgagors, agree that they will accept any offer or option to purchase made by Lessee under terms of the Lease. Further, they, Mortgagors, will observe and perform all promises, terms and conditions on the part of Mortgagors to be performed in said Lease and in the Assignment of Lease to Mortgagee. Mortgagors will promptly forward to Mortgagee by United States mail, postage prepaid, addressed at the address first above stated, a copy of any notice of default in the Lease received by Mortgagors from the Lessee therein. Further, they, Mortgagors, covenant, represent and warrant that there are no assignments of leases or assignments of rents involving said premises other than that above described; that neither Mortgagors nor Lessee is in default of the Lease; and that Lessee has accepted possession of said premises. Default by Mortgagors in any of the above covenants, representations or warranties shall constitute a default in this mortgage whereupon the entire debt secured by this mortgage shall become immediately due and payable, and Mortgagee may foreclose this mortgage if it shall so elect. Any sums advanced by Mortgagee for the purposes specified in said Assignment of Lease shall be immediately due and payable with interest at the rate of ten per cent (10%) per annum and shall be secured by this mortgage. They, Mortgagors, further covenant to assign to Mortgagee all their interest in leases involving said property hereafter executed, if any. They, Mortgagors, warrant they are not in default in any of the terms or conditions of the Lease and that said Lease has not been amended or modified since the date thereof.

(9) They, Mortgagors, represent and warrant that on the date of this mortgage, they were in compliance with all laws, rules and regulations of governmental authority.

(10) They, Mortgagors, will indemnify and save harmless from, and repay on demand the Mortgagee for, any loss, damage, expense, or attorney's fees which may be incurred by the Mortgagee by reason of any suit or proceeding to which the Mortgagee is made party on account of this mortgage, and any loss, damage, expense, or attorneys' fees so incurred by the Mortgagee is made part of the