

submitted by the Mortgagor, which approval shall not be unreasonably withheld or delayed, it being nevertheless understood that to the extent feasible said plans and specifications shall provide for such work that, upon completion thereof, the improvements shall be at least equal in value and general utility to the improvements which were on the mortgaged premises prior to the damage, destruction or taking. The Mortgagee or its designee shall hold such proceeds and shall disburse same from time to time (but no more frequently than every 30 days) upon receipt of a request for payment in form and substance satisfactory to Mortgagee and subject to the following additional conditions:

(A) Each request for payment shall be delivered to the Mortgagee at least 7 days prior to the requested date of disbursement and shall be accompanied by a certificate to be made by such architect or engineer, stating (1) that all of the work completed has been done in compliance with the approved plans and specifications, (2) that the sum requested is justly required to reimburse the Mortgagor for payments by the Mortgagor to, or is justly due to, the contractor, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the work (giving a brief description of such services and materials), and that when added to all sums previously paid out by the Mortgagee does not exceed the value of the work done to the date of such certificate, and (3) that the amount of such proceeds remaining in the hands of the Mortgagee will be sufficient on completion of the work to pay for the same in full (giving in such reasonable detail as the Mortgagee may require an estimate of the cost of such completion;

(B) Each request shall be accompanied by waivers of lien satisfactory to the Mortgagee covering that part of the work for which payment or reimbursement is being requested and by a search prepared by a title company or by other evidence satisfactory to the Mortgagee that there has not been filed with respect to the mortgaged premises any mechanic's or other lien or instrument for the retention of title not discharged or record in respect to any part of the work, and the title insurance company shall have committed to issue an endorsement to the mortgage policy of title insurance on the mortgaged premises insuring the continued priority of this Mortgage as a first lien upon the mortgaged premises as to the full amount of the Mortgage Indebtedness then outstanding;

(C) No event of default shall have occurred and be continuing under this Mortgage;