

1.1 This conveyance is made in conjunction with Mortgagor's purchase of the Property from Mortgagee.

2. Mortgagor shall pay the indebtedness in accordance with the terms of the Note and this Mortgage and shall perform, comply with and abide by each and every other of the stipulations, agreements, conditions and covenants contained and set forth in the Note, the Conditional Assignment of Rents and Leases and this Mortgage and all other documents securing the indebtedness. Mortgagor shall also pay and timely discharge all obligations under any superior mortgage(s) encumbering the Property except as otherwise expressly set forth herein.

2.1 To the extent proceeds of the Note, or any advance, are used to pay any such outstanding lien, charge or prior encumbrance affecting the Property, such proceeds have been or will be deemed advanced on Mortgagor's behalf, and Mortgagee shall be subrogated to any and all rights and liens owned by the owner or holder of such outstanding lien, charge or prior encumbrance irrespective of whether said lien, charge or prior encumbrance is released of record.

3. Mortgagor shall not commit or suffer waste upon the Property at any time; shall comply with, or cause to be complied with, all statutes, regulations ordinances and requirements of any governmental or other authority relating to the Property; shall comply at all times with covenants and restrictions in any manner affecting said Property; shall do, or permit to be done, to the Property nothing that will alter or change the use and character thereof nor use or permit the Property or any part thereof to be used for an illegal purpose; shall repair and rebuild any part of the Property damaged to the extent of any insurance proceeds received by Mortgagor; shall do nothing in any way to impair or weaken the security of this Mortgage; and the Mortgagor shall do all other acts which, by reason of the character or use of the Property, may be reasonably necessary to maintain the Property in a state of good repair and condition. To assure that the Property is being so maintained, the Mortgagee shall have the right to inspect the Property at all reasonable times during the term hereof. In case of the refusal, neglect or inability of Mortgagor to repair and maintain the Property, Mortgagee may, at its option, but is under no obligation to do so, make such repairs, or cause the same to be made, and advance monies in that behalf, and the amount of such advances shall be added to the indebtedness secured hereby, and such failure by Mortgagor shall also be a default hereunder.

4. No Property now or hereafter covered by this Mortgage shall be removed, demolished or materially altered, nor shall any additional buildings be constructed on the Property, nor shall any other improvements be constructed that reduce the number of parking spaces without the prior written consent of Mortgagee; provided, however, that nothing contained herein shall prohibit the removal of fixtures and equipment and replacements thereof provided same are replaced with articles of like kind and quality.

5. Mortgagor shall at all times keep the Property now or hereafter encumbered by this Mortgage insured, as may be required from time to time by Mortgagee, against loss by fire, lightning, explosion, tornado, windstorm and other hazards and casualties covered by the Standard Fire and Extended Coverage Insurance Policy with vandalism and malicious mischief endorsements, rent loss insurance for at least one year of rents; public liability and property damage; and such other coverage as Mortgagee may, from time to time, require, for such