

4. Priority of Lien. This Mortgage is, and always will be kept, a valid first mortgage lien on the Mortgaged Property and the Mortgagor will not, directly or indirectly, hereafter create or suffer to be created, or to stand, any lien prior to or on a parity with the lien of this Mortgage upon the Mortgaged Property or upon or against the rents, issues, profits, revenues and other income therefrom, which, if successfully asserted, would constitute a violation of the warranties set forth in paragraph 3 hereof. The Mortgagor will pay all recording fees, taxes and expenses to create and maintain the priority of the lien of this Mortgage.

5. Further Assurances. The Mortgagor will, upon reasonable request, execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectively the purposes of this Mortgage, especially to make subject to the lien hereof any property agreed to be subjected hereto or intended so to be subjected, or to increase the amount of the Obligations secured by the Mortgaged Property.

6. Maintenance of Insurance. The Mortgagor will maintain insurance with respect to the Mortgaged Property and the use thereof with reputable insurers in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses and, in any event, in an amount sufficient to prevent the Mortgagor from becoming a co-insurer. Upon the written request of the Agent, the Mortgagor will deliver to the Agent a certificate of the President or a Vice President of the Mortgagor specifying the details of such insurance in effect. If all or any portion of the Mortgaged Property is in New York: Anything contained in Section 254 of the New York Real Property Law to the contrary notwithstanding, the proceeds of insurance policies coming into the possession of the Agent, the Bank and/or Prudential shall not be deemed trust funds and the Agent, the Bank and/or Prudential, as the case may be, shall be entitled to dispose of such proceeds as it deems appropriate, in its sole discretion.

7. Annual Recording Opinion. The Mortgagor will furnish to the Agent, during the month of April of each year (commencing with April, 1984), an opinion of counsel acceptable to the Bank and Prudential to the effect that all recording, filing and other action has been taken to perfect, preserve and protect the lien of this Mortgage and reciting the details of such action, or stating that no such action is

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