

gee or the holder of any Underlying Mortgage designated by the Mortgagee and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the Premises and does hereby authorize such insurance company concerned to make payment for any loss directly to the Mortgagee, to the extent of the balance owing on the aforesaid Mortgage indebtedness, whether due or not;

4. That it will keep all improvements now existing or hereafter erected in good repair, and, should it fail to do so, the Mortgagee may, at its option, enter upon said Premises, make whatever repairs are necessary, including the completion of any construction work, and charge the expenses for such repairs or the completion of such construction to the mortgage debt;

5. That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the Premises; if Mortgagee so requires, Mortgagor shall furnish Mortgagee with copies of receipts indicating payment of real estate taxes;

6. That it will comply with all governmental and municipal laws and regulations affecting the Premises;

7. That, at the option of the Mortgagee, this Mortgage shall become due and payable forthwith if the Mortgagor shall convey away said Premises, or if the title shall become vested in any other person in any manner whatsoever, without the written consent of Mortgagee, which consent shall not be unreasonably withheld;

8. That subject to the prior rights of the holders of the Underlying Mortgages, Mortgagor hereby assigns all rents, issues and profits of the Premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the Premises, with full authority to take possession of the Premises, and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said Premises are occupied by the Mortgagor, and after deducting all charges and expenses attending such proceeding and all execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward payment of the debt secured hereby;

9. That it will at all times remain in compliance with the terms and conditions of the Sheraton, Inc. franchise or license agreement applicable to the operation of hotel facilities located on the Premises or such other national motel franchise as may be approved by the Mortgagee and the holder of the Under-

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