

Mortgagee may make any payment herein and hereby authorized, according to any bill, statement or estimate without inquiry into the accuracy of the bill, statement or estimate or into the validity thereof. Mortgagee in making any payment herein authorized, relating to any apparent or threatened adverse title, lien, statement or lien, encumbrance, mortgage, claim or charge, shall be the sole judge of the legality or validity of same.

(14) Repair of Mortgaged Property. Mortgagor will keep every part of the Mortgaged Property in first-class condition and presenting a first-class appearance, making promptly all repairs, renewals and replacements necessary to such end, and doing promptly all else necessary to such end; but Mortgagor will discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Mortgaged Property; and Mortgagor will guard every part of the Mortgaged Property from removal, destruction and damage, and will not do or suffer to be done any act whereby the value of any part of the Mortgaged Property may be lessened. Mortgagee will not materially alter the Mortgaged Property without the prior written consent of the Mortgagor.

(15) Impairment. Mortgagor will not do, or omit to do, any act or thing which would impair the security of this Mortgage.

(16) Sale of Mortgaged Property. It shall be a default hereunder if all or any part of the Mortgaged Property (other than items of personalty which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new) shall become vested in any party other than Mortgagor, whether by operation of law or otherwise without the prior written consent of Mortgagee. If Mortgagee should consent to any sale or conveyance of the Mortgaged Property (which consent may be withheld with or without cause), Mortgagor will not sell all or any portion of the Mortgaged Property unless the purchaser, as a part of the consideration, shall either (a) expressly agree to assume the payment of the indebtedness secured hereby or (b) expressly agree that the title and rights of such purchaser are and shall remain unconditionally subject to all of the terms of this Mortgage for the complete fulfillment of all obligations of the Mortgagor hereunder, and unless also, the deed shall expressly set forth such agreement of the purchaser. As a condition to its consent to any sale, transfer, conveyance, lease, assignment or other disposition of the Mortgaged Property, Mortgagee may, at its option, increase the rate of interest payable on the Note to such lawful rate as Mortgagee may request. Mortgagor shall also not grant any easement whatever with respect to any of the Mortgaged Property without the joinder therein of Mortgagee, or rent or lease any of the Mortgaged Property for any purpose whatever for a period longer than one year without the prior written consent of Mortgagee. With respect to any Mortgagor that is a corporation, partnership or entity other than an individual, it shall constitute a default hereunder if there is any change in the general partners ownership of such entity as existing on the date of this Mortgage and/or a change in the limited partners ownership of such entity of fifty percent (50%) or more. The provisions of this Paragraph (16) shall apply to any and all sales, transfers, conveyances, exchanges, leases, assignments or other dispositions by Mortgagor, its successors and assigns, and any subsequent owners of the Mortgaged Property, or any part thereof.

(17) Successors. If the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Mortgagor, or in the event of any change of ownership in Mortgagor, Mortgagee may, without notice to Mortgagor, deal with