

successors or assigns, including a reasonable counsel fee shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

AND IT IS FURTHER AGREED, by and between the said parties, that Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Mortgage and to preserve or protect its interest in the Property.

AND IT IS FURTHER AGREED, by and between the said parties, that no right, power or remedy conferred upon or reserved to Mortgagee by the Bond, this Mortgage or any other instrument securing the Bond is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Bond or any other instrument securing the Bond, or now or hereafter existing at law, in equity or by statute.

AND IT IS FURTHER AGREED, by and between the said parties, that Mortgagor assigns and transfers all rents and profits of the Mortgaged Property and the right, title and interest of Mortgagor in and under all leases now or hereafter affecting the Property to the Mortgagee. So long as no default under this Mortgage, the Bond, or of any further instrument at any time executed with respect to this Mortgage shall occur, Mortgagor may collect the rents and profits up to one (1) months in advance of the accrual thereof. Upon the occurrence of any such default, or at such later time at Mortgagee, at its sole option, may fix by written notice, all right of Mortgagor to collect or to receive rents or profits of the Property shall wholly terminate.

AND IT IS FURTHER AGREED, by and between the said parties, that Mortgagee, at its option, may make future advances to Mortgagor; provided, that nothing contained herein shall constitute an obligation to do so. Such future advances, with interest at the rate payable from time to time on the outstanding principal under the Bond, shall be secured by this Mortgage when evidenced by the Bond or by any other instrument indicating that such advances are secured by this Mortgage or when advanced under the terms of this Mortgage. Mortgagee may make such future advances (a) at the request of Mortgagor, whether or not there is any obligation to make future advances; or (b) to pay, with or without the consent or request of Mortgagor, any amounts which may be under this Mortgage or under any other mortgage or lien affecting the Property.

AND IT IS FURTHER AGREED, by and between the said parties, that Mortgagor shall comply with and observe its obligations as landlord under all leases affecting the Property or any part thereof. Mortgagor, if required by Mortgagee, shall furnish promptly to Mortgagee executed copies of all such leases now existing or hereafter created, all of which shall be in form and substance subject to the approval of Mortgagee. Mortgagor shall not, without the express written consent of Mortgagee, modify, surrender, terminated or extend any such lease now existing or hereafter created, or permit or suffer an assignment or sublease. Mortgagor shall not accept payment of rent more than one (1) month in advance without the prior written consent of Mortgagee.