

12. That he hereby assigns all rents, issues and profits of the mortgaged 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 mortgaged premises, with full authority to take possession of the mortgaged 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 proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby;

13. If the Mortgagee or its assigns shall become a party to any proceeding whatsoever, including condemnation proceedings instituted by any party authorized by law to file same, by reason of its status as mortgagee herein, then all expenses incurred by it in connection herewith, including attorney's fees, shall be added to the debt hereby secured and shall be immediately due and payable. That any award and all awards heretofore made and hereafter to be made by any governmental authority for any municipal, county, state, or federal authorities the present and all subsequent owners of the premises covered by the mortgage, including any award or awards, whether for a taking of title to, possession of, or any interest in, the mortgaged premises or any part thereof and any award or awards received for damages sustained by the mortgaged premises or any part thereof or for any change or changes of grade of streets, affecting said premises, are hereby assigned to the Mortgagee or its assigns; and the Mortgagee at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award or awards from the authorities making the same, and to give proper receipts therefor, and to apply the same toward the payment of the amount owing on account of the mortgage debt, notwithstanding the fact that the amount owing on account of the mortgage debt may not be then due and payable, and the Mortgagor hereby covenants and agrees to and with the Mortgagee upon receipt by the Mortgagee to make, execute and deliver any and all assignments and any other instruments sufficient for the purpose of assigning the aforesaid award or awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever;

14. In the event of the passage of any state, federal, municipal, or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Mortgagee, the Mortgagor will promptly pay any such tax; if the Mortgagor fails to make such prompt payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits the Mortgagor from making such payment or would penalize the Mortgagee if the Mortgagor makes such payment, then the entire balance of the principal sum secured by this mortgage and all interest accrued thereon shall without notice immediately become due and payable at the option of the Mortgagee;

15. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note and debt secured hereby, then this mortgage shall become utterly null and void, otherwise to remain in full force and effect;

16. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders;

17. Mortgagor shall furnish annually, within four months after the end of each fiscal or operational year, certified copies of Annual Operating Statements on the operation of this property; such statement shall be accompanied by a rent roll in substance and form satisfactory to the Mortgagee containing at least the following information: tenant name; square feet leased; annual rental.