

in the event the title to the mortgaged premises becomes vested in any other party in any manner whatsoever, without first obtaining consent and approval of the Mortgagee, the note securing this mortgage may, at the option of the holder thereof, become immediately due and payable and the noteholder may proceed with foreclosure as herein provided.

37. When requested by the Mortgagee, Mortgagor will pay with and in addition to the monthly payments of principal and interest payable under the terms of the note, on the same day as the principal and interest installments are due and payable, a sum equal to one-twelfth of the estimated annual ground rents, taxes, hazard insurance premium and special assessments, if any, next due on the mortgaged premises. If the amount so paid is not sufficient to pay such ground rents, taxes, hazard insurance premium and assessments when due, then Mortgagor will deposit immediately with the Mortgagee an amount sufficient to pay such ground rents, taxes, hazard insurance premium and assessment. If there is a default under any of the provisions of this mortgage resulting in a sale of the mortgaged premises or foreclosure, or if the Mortgagee acquires the mortgaged premises otherwise after default, the Mortgagee shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining of the funds accumulated under the provision as a credit against the amount then remaining unpaid under the note. No interest shall accrue or be allowed on any payments made under the provisions of this paragraph.

38. The Mortgagor herein does hereby covenant and agree that the leases in effect in and upon the hereinabove described real property and the improvements situated thereon are a material consideration for the advancement of funds set forth in the note hereby secured and the Mortgagor does moreover agree that the aforesaid noteholder may at its option declare the whole of the aforesaid indebtedness immediately due and payable and proceed with foreclosure of this mortgage in the manner hereinabove set forth should either of the following events occur: (a) should any lessee in any lease in or upon the above described property declare a breach or forfeiture of said lease and attempt a cancellation thereof because or by virtue of a default of the lessor therein; or (b) in the event the lessee under said lease shall not declare a breach or forfeiture and attempt a cancellation thereof but nonetheless advises the lessor of a default in any of the terms and provisions of said lease or if the noteholder hereunder

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