

provided, it shall be lawful for the Mortgagee, without notice or demand to the Mortgagor, to pay the same or any of them; that the moneys paid by the Mortgagee in discharge of taxes, assessments, water rates, sewer rents and other charges and prior liens shall be a lien on the premises added to the amount of said note or obligation and secured by this mortgage, payable on demand with interest at the rate applicable under the note from and after maturity from the time of payment of the same.

6. That the Mortgagor will maintain the premises in good condition and repair, will not commit or suffer any waste, impairment, or deterioration of the premises, will not remove or permit the removal of soil or other excavation or removal or alteration of any building, improvement or fixture from, or perform or permit any act which would in any way impair the value of the premises or the security of this mortgage, and will comply with, or cause to be complied with, all statutes, ordinances, regulations, and requirements of any governmental authority relating to the premises; that the Mortgagor will promptly repair, restore, replace or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any taking by eminent domain by any public or quasi-public authority, but only to the extent that any insurance proceeds or condemnation awards resulting from such events have not been applied to the reduction of the indebtedness hereby secured; that the Mortgagor will complete without interruption any structure at any time in the process of construction on the premises and will pay any debt, claim or other charge for repairs or improvements that may have been made or may hereafter be made on, and which may become a lien against the premises or any part thereof, and will not permit any lien or encumbrance of any kind which may be or become superior to this mortgage to accrue or remain on the premises or any part thereof; in the event of default hereunder, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary or complete the construction work and charge the expenses for such repairs or for the completion of construction to the mortgage debt and /or declare the indebtedness secured hereby immediately due and payable. The Mortgagor shall not grant, join in, seek or consent to any right-of-way, easement, license, restrictive covenant, zoning ordinance, or other public or private restriction which affects or limits or defines the use which may be made of the premises or any part thereof, and shall not grant, join in, seek or consent to any modification of any of the foregoing without the written consent of the Mortgagee.

The Mortgagee may determine, in its discretion, whether the foregoing portions of this numbered paragraph are being complied with and, for this purpose, the Mortgagee shall have the right to inspect the premises at any reasonable hour of the day. In the event Mortgagee determines in its inspection that Mortgagor is violating the provisions of this paragraph by deferring maintenance on the mortgaged premises, Mortgagee shall have the right to require Mortgagor to escrow with Mortgagee such funds as are necessary to correct said deferred maintenance.

7. That the Mortgagor hereby assigns, transfers and sets over to the Mortgagee up to and including the total amount of the indebtedness secured hereby, all awards of damages and all other sums received as compensation for the taking of the premises or any part thereof or any property right by virtue of the right of eminent domain or for public use or for injury to any part thereof by any governmental body or public utility or in any manner whatsoever and all proceeds received as damages for injury sustained by the premises or any part thereof shall after payment of all reasonable expenses incurred in recovering same, including attorney's fees for representing the interest of the Mortgagee, shall be paid to the Mortgagee. Such payment may, at the option of the Mortgagee, be retained and applied by the Mortgagee toward payment of the indebtedness secured hereby in the manner designated by the Mortgagee, or be paid over, wholly or in part, to the Mortgagor for the purpose of restoring or rebuilding any part of the premises which may have been damaged or destroyed as a result of any such taking or any injury to the premises. If, prior to the receipt by the Mortgagee of any such award or payment, the premises shall have been sold on foreclosure of this mortgage, the Mortgagee shall have the right to receive and retain such award or payment to the extent of any deficiency which exists upon such sale, together with legal interest thereon, and to reasonable attorney's fees, costs, and disbursements incurred by the Mortgagee in connection with the collection of such award or payment, and such right shall exist whether or not a deficiency judgment shall have been sought or recovered upon the mortgage note; and in any such event, the Mortgagee, in its sole discretion, may elect to declare the whole of the remaining indebtedness immediately due and payable.

8. That, together with and in addition to, the payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, at the Mortgagee's option, on such payment date, until the indebtedness secured hereby is paid in full, a proportionate sum of the annual taxes, public assessments and applicable insurance premiums, as estimated by the Mortgagee. All such deposits shall be held by the Mortgagee without interest and free of any lien or claim of the Mortgagor's creditors, to be used by the Mortgagee to pay such taxes, assessments and premiums as the same become due and payable.

9. To perform the covenants of the Mortgagor as lessor under any present and future leases affecting all or any part of the premises, and neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of the Mortgagor or the Mortgagee therein or thereunder. The Mortgagor without first obtaining the written consent of the Mortgagee, shall not: (a) assign the rents from the premises or any part thereof, except as herein provided; (b) consent to the modification, cancellation or surrender of any lease or sub-lease of the premises, or any part thereof, having an unexpired term of one (1) year or more; or (c) collect rents from the premises or any part thereof, for more than one (1) month in advance. The Mortgagor shall procure and deliver to the Mortgagee at the time of executing this Mortgage, or at any time within thirty (30) days after notice and demand from Mortgagee, estoppel letters or certificates from each lessee, tenant, or occupant in possession of the premises, as required by, and in form and substance satisfactory to the Mortgagee.

10. That Mortgagor hereby assigns and sets over to the Mortgagee all rents, issues and profits from the above-described property hereafter accruing, as additional security for the indebtedness and other items secured by this instrument and for the purpose of keeping said property in proper repair and the Mortgagee is hereby given a prior and continuing lien thereon. The Mortgagor hereby appoints the Mortgagee, its attorney and agent to collect said rents with or without action and to apply same, less expenses of collection, to the said indebtedness, other secured items and repairs in such manner as the Mortgagee may elect; provided, however, that until there be a default under