

acts and things as may, subject to the conditions contained in this Mortgage, be proper or reasonably necessary for effectually carrying out the intent of this Mortgage.

13. If and when Mortgagor hereafter shall become the owner of any property or interest described in the Granting Clauses of this Mortgage, such property or interest shall forthwith, and without any further act of Mortgagor or Mortgagee, become and be subject to the lien of this Mortgage as fully and completely as though owned by Mortgagor on the date of execution of this Mortgage and specifically set forth in and described in said Granting Clauses.

14. Notwithstanding the provisions of any law applicable thereto or of any refinancing of this Mortgage, Mortgagee at its option, without regard to the value of the security of the Mortgaged Premises, whether or not any default exists under the Mortgage or the Loan Agreement and without compliance with any applicable statute or law, may at any time and from time to time, upon not less than 10 days' notice to Mortgagor, require Mortgagor to assign in praesenti, as additional collateral security for the repayment of the Note, all of the rents, issues and profits reserved under any leases, licenses and agreements with respect to the Mortgaged Premises. In the event that Mortgagor fails to execute such assignment upon said demand of Mortgagee, Mortgagor herewith appoints Mortgagee its attorney-in-fact for the purpose of executing on behalf of Mortgagor such assignment in praesenti. Such appointment shall be irrevocable and be deemed coupled with an interest.

15. Mortgagor shall deliver to Mortgagee promptly upon their receipt from Tenant copies of all financial information provided by Tenant under the Lease and shall require Tenant to provide such additional financial information as Mortgagee shall request.

16. Mortgagor agrees that, in order more fully to protect the security of this Mortgage, Mortgagor will deposit with Mortgagee, on the first day of each month, one-twelfth of: the amount (as estimated by Mortgagee) which will be sufficient to pay taxes, special assessments and other charges on the real estate that will become due and payable during the ensuing year plus the amount necessary to purchase required insurance for one year. Mortgagee agrees to waive the requirement for such deposits so long as there is no Event of Default hereunder and so long as the premiums for such insurance are paid in advance for a period of at least one year and Mortgagor submits evidence of such prepayment to Mortgagee at least twenty days in advance of the beginning of the year for which the premiums are being paid. Mortgagee shall hold such monthly deposits without any allowance of interest, and shall release such funds for the payment of such items when the same are due and payable. If at any time it appears to Mortgagee that the fund will be insufficient to pay such items when the same will become due, and Mortgagee advises Mortgagor of the deficiency, Mortgagor shall, within 10 days after receipt of such notice, deposit with Mortgagee the additional amount requested. Failure to make any deposit when due shall be a breach of this Mortgage. If at any time