

there should be a default in any of the provisions of this Mortgage, Mortgagee may, at its option, apply any money in the fund on any of the indebtedness secured by this Mortgage and in such order and manner as it may elect. On full payment of the indebtedness secured by this Mortgage, any unused portion of the fund shall be returned to Mortgagor.

17. Mortgagor will promptly give to Mortgagee copies of all notices, advices, demands, requests, consents, statements, approvals, disapprovals, authorizations, determinations, satisfactions, waivers, designations, refusals, confirmations or denials which it shall give or receive under the Ground Lease or Lease.

18. In the event all or any substantial part of the Mortgaged Premises are taken in condemnation proceedings, all of the expenses, including counsel fees incurred therein by Mortgagee, shall be paid by Mortgagor together with interest thereon at the Default Rate and shall be deemed to be secured by this Mortgage and there shall be paid to Mortgagee so much of the award as Mortgagor would have been entitled to receive, such amount, however, not to exceed the indebtedness secured by this Mortgage and the interest then due thereon; and Mortgagee shall hold and apply such amount in the same manner as insurance proceeds as provided for in paragraphs (i), (ii) and (iii) of Section 2.8 of the Security Agreement.

19. This Mortgage, the Loan Agreement, the Notes, and each security instrument executed by Mortgagor in connection with the Notes have been duly executed by authority of Mortgagor's Declaration of Trust dated as of August 15, 1969 as amended to date.

20. Unless the written consent of Mortgagee is first obtained, all leases, licenses and any other agreement entered into after the date of this Mortgage and which has a term of more than one year (inclusive of any renewal periods), affecting the Mortgaged Premises issued and to be issued by Mortgagor shall contain a provision that, at the option of Mortgagee, such lease, license or agreement shall either be (i) subject and subordinated to or (ii) prior to the lien of this Mortgage.

21. Mortgagee may at any time during business hours and without notice to Mortgagor or the Tenant enter upon and view the state of the Mortgaged Premises.

22. All requirements of any department or bureau of the United States government or the state or any township or municipal subdivision in which the Mortgaged Premises are situated affecting the Mortgaged Premises shall be complied with by Mortgagor within the grace period applicable to such requirement.

23. Mortgagor hereby agrees that it will not sell, transfer or otherwise dispose of (all of the foregoing "sell") any portion of or the whole of the Mortgaged Premises unless (a) no Event of Default exists, (b) Mortgagor simultaneously sells all or substantially all of the Mortgaged Prem-