

or assessments become delinquent (unless being contested and for which any required reserves have been established as set forth in the Term Loan Agreement); to pay all water, gas, sewer, electricity and other utility rates and charges with regard to the Mortgaged Properties; to pay all maintenance fees or charges of any owners' association or like group assessed with respect to the Mortgaged Properties; and to pay any ground rents or charges for any leasehold, easement, license or agreement constituting a portion of or maintained for the benefit of the Mortgaged Properties; to pay any interest, costs or penalties with respect to the foregoing items; and, upon request of Beneficiary, to furnish to Beneficiary evidence of the timely payment of such items.

- (c) Grantor covenants and agrees to insure and keep insured the insurable portion of all improvements constituting a part of the Mortgaged Properties against loss by fire, explosion, wind storm and other hazards in accordance with the requirements set forth in the Term Loan Agreement.
- (d) Grantor covenants and agrees to keep and maintain the improvements constituting a portion of the Mortgaged Properties in a state of good repair and condition; to make all repairs, replacements, reconstructions and restorations necessary to keep such improvements in such condition; and without the prior written consent of Beneficiary not to tear down or remove or permit to be torn down or removed any such improvements now existing or hereafter erected unless the same are replaced immediately with improvements of like or greater value and such replacements are subject to the first and prior lien of this Deed of Trust.
- (e) Grantor covenants and agrees that should it be discovered after the execution and delivery hereof there is a lien or encumbrance of any nature whatsoever upon the Mortgaged Properties or any part thereof, equal or superior in rank to the lien of this Deed of Trust, or in case of an error or defect herein or in the execution or acknowledgment hereof, or if a homestead claim or other claim of exemption is made against the Mortgaged Properties, or any part thereof, adverse to this instrument, Grantor shall, upon demand from Beneficiary, correct such defects in such title, remove said liens, encumbrances or claims, and correct such error or defect in this instrument, its execution, or any acknowledgment hereof.
- (f) Grantor covenants and agrees that, after any sale under this Deed of Trust, Grantor, its successors or assigns, shall be mere tenants at sufferance of the purchaser of property at said sale, and that such purchaser shall be entitled to immediate possession thereof, and that if Grantor fails to vacate the premises immediately, such purchaser may and shall have the right to go into any justice court having venue or any other court having jurisdiction of forcible detainer actions, summary ejectment or other appropriate actions to regain possession and file such an action, which action shall lie against Grantor, its successors and assigns as tenants at sufferance.