- of a foreclosure; Successor in interest. In the event of a foreclosure of this Mortgage, the purchaser of the Premises shall succeed to all the rights of Mortgagor, including any right to uncarned premiums, in and to all policies of insurance assigned and delivered to Mortgagee, with respect to all property herein encumbered.
- 5. Maintenance; Waste; Removal; Construction; Restric-Mortgagor shall maintain the Premises in good condition tions. and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this Mortgage which may be affected by any proceeding of the character referred to in paragraph 9 herein or which may otherwise become damaged, destroyed, lost or unsuitable for use. In the event the Premises or any part thereof, are damaged or destroyed by fire or other casualty, Mortgagor shall immediately notify Mortgagee, in writing, of such damage or destruction. Mortgagor shall not cause or permit anything to be done which would or could unreasonably increase the risk of fire or other hazard to the Premises, or any part thereof, or which would or could result in an increase in any insurance premiums payable with respect to the Premises, or which would or could result in the cancellation of any insurance policy carried with respect to the Premises. No part of the Premises, including, but not limited to, any building, structure, water system, sewer system, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter mortgaged, shall be removed, demolished or materially altered without the prior written consent of Mortgagee except for ordinary and necessary maintenance and repairs. No top soil, sand, sod, loam, clay or gravel shall be mined, stripped or removed from the Premises without the written consent of Mortgagee. However, this shall not prevent or restrict removal of any such material taken for excavations necessary to construct a basement, cellar or foundation footings for the erection of a building or buildings for which a building permit or permits has or have first been issued by the governmental authority having jurisdiction thereof; or for the construction of roadways constructed in accordance with plans approved by the governmental authorities having jurisdiction thereof; provided, nevertheless, that in the event the required removals become so extensive, as determined by Mortgagee, as to create profit by sale of the removed portion of the Premises, said sums shall inure to the benefit of the Mortgagee to be applied as Mortgagee so directs, to the reduction of Mortgagor's obligations under the Mortgagee's Secured Indebtedness arising now or in the future. Mortgagor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the property herein mortgaged. Mortgagor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof without the written consent of Mortgagee.
 - 6. Inspection. Mortgagee and any persons authorized by Mortgagee shall have the right to enter and inspect the Premises at all reasonable times and after reasonable notice to Mortgagor and access thereto shall be permitted for that purpose.
 - 7. Mortgagor as Lessor. Mortgagor shall faithfully perform the covenants of Mortgagor as lessor under any present and future leases, affecting all or any portion 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 Mortgagor or Mortgagee therein or thereunder; provided, however, Mortgagor may take such actions

