

## 12. RECORDED INSTRUMENTS

Mortgagor will promptly perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions of all instruments of record affecting the Mortgaged Property noncompliance with which may affect the security of this Mortgage or impose any duty or obligation upon Mortgagor or any lessee or other occupant of the Mortgaged Property, or any part thereof, and Mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of, or constituting any portion of, the Mortgaged Property.

## 13. RIGHT TO CURE DEFAULT

If Mortgagor shall fail to pay any Impositions or to make any other payment required to be paid by Mortgagor under this Mortgage at the time and in the manner provided in this Mortgage, or if Mortgagor shall be in default in the performance or observance of any other term, covenant, condition or obligation required to be performed or observed by Mortgagor under this Mortgage or the Mortgage Note, or under any obligation to any lessee of any portion of the Mortgaged Property, then, without limiting the generality of any other provision of this Mortgage, and without waiving or releasing Mortgagor from any of its obligations hereunder, Mortgagee shall have the right, but shall be under no obligation, to pay any Impositions or other payment, or any sum due and may perform any other act or take such action as may be appropriate to cause such other term, covenant, condition or obligation to be promptly performed or observed on behalf of Mortgagor to cure such default. In any such event, subject to the rights of lessees and other occupants, Mortgagee and any person designated by Mortgagee shall have, and is hereby granted, the right to enter upon the Mortgaged Property at any time and from time to time for the purposes of performing any such act or taking any such action, and all moneys expended by Mortgagee in connection with making such payment or performing such act (including, but not limited to legal expenses and disbursements) together with interest thereon at the highest rate of interest permitted by law from the date of each such expenditure shall be paid by Mortgagor to Mortgagee forthwith upon demand by Mortgagee, and shall be secured by this Mortgage, and Mortgagee shall have, in addition to any other right or remedy of Mortgagee, the same rights and remedies in the event of nonpayment of any such sums by Mortgagor as in the case of a default by Mortgagor in the payment of any indebtedness owed by Mortgagor to Mortgagee.

## 14. ASSIGNMENT OF LEASES

Mortgagor hereby assigns to Mortgagee, and grants to Mortgagee a security interest in, all rents, issues and profits