

prior mortgage and shall not, without the consent of the holder, agree to the modification, amendment or extension of the terms or conditions of such prior mortgage.

- §2.10. Encumbrances. Except for real estate taxes and assessments until 10 days before any delinquency therein (delinquency, with reference to such taxes and assessments being hereby defined, for the purposes of this Mortgage, as meaning the time when, on the non-payment thereof, interest or penalties commence to accrue), Mortgagor shall not create or permit to be created or permit to exist any encumbrance on the Property (other than Permitted Encumbrances as defined below) even if such encumbrance is inferior to this Mortgage except with the holder's prior permission.
- §2.11. Transfers of Ownership. Without the holder's prior permission, Mortgagor (and if an individual, the term Mortgagor shall include the legal representatives or beneficiaries of an estate of the Mortgagor), shall not permit any transfer of the legal or equitable interest in the equity of redemption in the Property, or any part thereof, and, if the Mortgagor is a corporation, it shall not dissolve or permit its dissolution, or permit its merger or consolidation into another corporation, or a transfer of more than 51% of its share ownership, or, if the Mortgagor is a trustee or trustees, the Mortgagor shall not permit the dissolution or termination of his or their trust or a change in the beneficial interests therein.
- §2.12. Expenses. Mortgagor shall pay when due all fees and charges (including reasonable attorneys fees) incurred by the holder incident to the loan transaction evidenced by the Obligations and secured by this Mortgage, the assurance of the security represented by this Mortgage, and incident to the enforcement of the Obligations and this Mortgage and such fees and charges shall be secured by the lien of this Mortgage.
- §2.13. Estoppel Certificate. From time to time, on the request of the holder, the Mortgagor shall furnish to the holder, or to such other person or persons as the holder shall designate, a written statement, signed and, if requested, acknowledged, setting