

(2) That it will keep all improvements now existing or hereafter erected in good repair, and, should it fail to do so, the Mortgagee may, at his option, enter upon said premises, make whatever repairs are necessary including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

(3) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged Premises.

(4) That it will comply with all governmental and municipal laws and regulations affecting the mortgaged Premises.

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any Judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises, and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the Mortgagor, and after deducting all charges and expenses attending such proceeding and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

If there is a default in any of the terms, conditions or covenants of this Mortgage, or of the Note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured thereby, and may be recovered and collected hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This Mortgage is and shall be subordinate and inferior in terms of priority of those Underlying Mortgages listed on Exhibit "B" attached hereto and made a part hereof. All terms, provisions on Exhibit "B" and the Notes which they secure, except as may be incompatible with the express terms of this Purchase Money Mortgage are incorporated herein by reference as if expressly set forth in this Note thereby giving the holder of this Wrap Mortgage the same rights and privileges as the holder of the Underlying Mortgages shown on Exhibit "B", provided, nothing contained herein shall be construed to create any liability or obligation of Mortgagor herein to the holders of the Underlying Notes and Mortgages. The Mortgagee has agreed that Mortgagee shall continue to be liable for all payments and interest and all other obligations of the Mortgagor under the terms of said Mortgages and that the Mortgagor of this Purchase Money Mortgage shall have no liability or obligation of any kind with respect to said Notes secured by said superior Mortgages. In the event the Mortgagee named herein (i.e. the Mortgagor in said prior mortgage, or his successors or assigns) shall fail to make any of the payments or perform any of the covenants required of him under the terms of said prior mortgage or any instrument secured thereby, then the Mortgagor of this Purchase Money Mortgage shall have the right to make such payments or otherwise cure such defaults, and shall thereafter be entitled to set off and credit any amounts so spent by Mortgagor against any future payments of principal