J. Mortgagor will not permit, cause, suffer or allow any lien or security interest (including chattel lease obligations except for security interests given as additional security to the holder of any prior mortgage, to exist, arise or be created against the premises or any fixtures, chattels or personal property now or hereafter located on the premises, nor create nor suffer to exist any additional liens or encumbrances on any of the premises or other property covered by this Mortgage other than any prior mortgage specified herein, nor sell, transfer or otherwise dispose of said premises or any part thereof, nor issue nor permit to be outstanding any additional stock of Mortgagor or of principal debtor or both, nor dissolve nor liquidate nor permit the commencement of the dissolution or liquidation of Mortgagor or principal debtor or both or the merger or consolidation of Mortgagor or principal debtor or both into or with any other corporation. Mortgagee is hereby authorized to file one or more financing statements. Mortgagor hereby designates and appoints Henry L. Flatau, Esq., 530 Fifth Avenue, New York, New York 10036, and C.A. Credit Corp., 770 Lexington Avenue, New York, New York 10021, or either of them, as Mortgagor's true and lawful attorney-in-fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, however it is agreed that Mortgagee will notify Mortgagor at Mortgagor's address as shown herein by certified mail within three days of such service having been effected.

K. If Mortgagor fails to pay any installment of principal or interest on any prior mortgage or any other payments required hereunder or under the aforesaid Note, guaranty, or Note Purchase Agreement when becomes due, Mortgagee may pay same and Mortgagor on demand will repay any and all amounts so paid with interest thereon at the highest rate provided in the Note and the same shall be added to Mortgagor's obligations to Mortgagee and be secured by this mortgage.

L. If Mortgagor shall default hereunder and Mortgagee shall elect to accelerate the indebtedness secured hereby, Mortgagor will, within five days after demand, pay over to Mortgagor or, to the extent permitted by law, to any receiver appointed upon foreclosure of this Mortgage, all amounts then held in trust as security deposits under any and all leases of the mortgaged premises or any part thereof. Mortgagor will not, without the prior written consent of Mortgagee, assign or attempt to assign the rents from the mortgaged premises or any part thereof to anyone other than Mortgagee or the holder of any mortgage prior to this Mortgage, as additional security for such prior mortgage. Mortgagor will not without the prior written consent of Mortgagee, alter the existing rent schedule nor rent any space in the mortgaged premises at a rental which is less than that in effect on the date hereof nor consent to the cancellation or surrender of any lease of space in the mortgaged premises unless Mortgagor immediately thereafter enters in to a new lease of such space at a rental which is not less than that in effect for such space on the date hereof, nor grant concessions in excess of one month's rental or the equivalent in property, nor modify any lease so as to decrease the term thereof or diminish the obligations of the tenant thereunder, nor receive or accept any advance rentals in excess of two months in advance without the prior written consent of Mortgagee. On Mortgagee's request, Mortgagor will execute and deliver to Mortgagee a duly executed formal assignment of any and all rents and leases with any and all present or future tenants of any part or all of said premises, subject to any prior assignment now in existence of such to the prior mortgagee.

M. This mortgage may not be changed or terminated orally. The covenants contained in this mortgage shall run with the land and bind Mortgagor, the heirs, personal representatives, successors and assigns of Mortgagor, and shall inure to the benefit of Mortgagee, the successors and assignees of Mortgagee and all subsequent holders of this mortgage. In the event the instrument annexed hereto is a Deed of Trust, then wherever the word "Mortgagor" appears in this Rider it shall mean and include, jointly and severally, "Party of the First Part" and/or "Trustor" and/or "Grantor"; wherever the word "Mortgage" appears, it shall mean and include "Credit Alliance Corporation"; and wherever the word "Mortgage" appears, it shall mean and include "Deed of Trust."

N. Mortgagor does hereby irrevocably authorize and empower any Clerk of any Court of Record, any Prothonotary or any attorney-at-law of any Court of Record to appear for and confess judgment against each Mortgagor and in favor of Mortgagee, its successors and assigns (except in any jurisdiction where such action is not permitted by law) in any Court of Record in any county wherein the mortgaged premises may be situated and/or where any Mortgagor then resides, has a place of business, resided and/or had a place of business at the time of the signing hereof and/or where any Mortgagor signed this document and/or, to the extent permitted by the law of any other jurisdiction, in such jurisdiction, as of any term, past, present or future or in vacation time, with or without declaration, for the full amount of the obligations owing from each Mortgagor to Mortgagee, with interest thereon as may be provided, and costs of suit, and to waive and release all errors in said proceedings, the issuing and service of process and right of appeal from the judgment rendered, and to issue or cause to be issued, one or more executions, waiving any inquisition, exemption and condemnation as to any property levied upon by virtue of any such execution. All notices, requests, demands, consents or other communications given hereunder or in connection herewith thereafter, for the purposes of this paragraph, collectively called "notices") shall be in writing and, if to Mortgagor, shall be deemed given when mailed Certified or Registered Mail, postage prepaid, to Mortgagor at its address above set forth, and, if to Mortgagee, when delivered to an officer of Mortgagee at its principal office. Either party may, by notice given as aforesaid, change its address for all subsequent notices.

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