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enforceability of other covenants relating to taxes and assessments herein provided will not be affected by this paragraph except insofar as the obligations thereunder shall have been actually met by compliance with the terms of this paragraph. Grantee may at any time hereafter at its option waive, and after such waiver reinstate, any or all of the provisions of this paragraph with respect to the making of monthly deposits for estimated yearly taxes, assessments and insurance premiums by notifying Grantor in writing of such waiver or reinstatement. While any such waiver is in effect, Grantor will pay taxes, assessments and insurance premiums for which monthly deposits have been waived as elsewhere provided in this Mortgage Deed.

6. The Grantor may sell or convey the mortgage premises or enter into any reasonable secondary financing arrangement (including, but not limited to, a sale lease-back transaction) provided that Grantor shall not then be in default under the terms and conditions of the within Mortgage, the Note which it secures and any documents executed in connection therewith and provided further that such secondary financing shall not seriously impair the payment of the indebtedness secured by this Mortgage and Grantor shall promptly notify Grantee of such sale, conveyance or secondary financing transaction and furnish Grantee with copies of all instruments relating thereto. The assumption of liability for payment of the indebtedness hereby secured by any subsequent owner or owners or said premises shall not, without the written consent of the Grantee, release the Grantors from liability for payment of said Note, or any sums advanced under and secured by this Mortgage Deed, and all payments made upon said indebtedness shall be deemed to have been made for and on behalf of all parties obligated to pay the same.

7. Grantor will pay the cost of an ALTA Policy of Title Insurance or other evidence of title satisfactory to Grantee showing title to the mortgaged property to be as herein warranted, and the cost of any extension or addendum thereto that Grantee may require from time to time.

8. Such expenses and fees as may be incurred in the protection of the mortgaged property and the maintenance of the lien of this instrument or incurred in any litigation or proceeding affecting such mortgaged property including the fees of any attorney employed by the Grantee in any such litigation or proceeding, shall be forthwith due and payable by the Grantor to Grantee and the payment thereof shall be secured by this Mortgage Deed.

9. All awards of damages in connection with any condemnation for public use of or injury to any of the mortgaged property are hereby assigned and shall be paid to Grantee, who may apply the same to payment of the installments last due under the Note hereinabove described or any other obligation hereby secured, and Grantee is hereby authorized, in the name of the Grantor, to execute and deliver valid acquittances thereof and to appeal from any such award.

10. As an additional and collateral security for the payment of the obligations secured by this Mortgage Deed, Grantor hereby sells, assigns, transfers and sets over unto Grantee all rents, together with the benefit of all guarantees of payments of such rents and all other issues, incomes and proceeds of whatsoever description or character, presently or hereafter arrived or arising from the mortgaged property and hereby authorizes and directs all tenants and lessees who shall at any time occupy space in the improvements now or hereafter located on the mortgaged property to pay to the order of Grantee all rents payable to Grantor, upon written request therefor by the Grantee to the Grantor, and grant to Grantee all Grantor's right to collect and receive the same and to institute and maintain any suit or proceedings therefor. Grantee's receipt for rental so paid shall be a good quitance to the tenants and lessees of any claim by Grantor for such rents so paid. Grantee is hereby appointed attorney-in-fact for Grantor to execute receipts for rent, and to endorse Grantor's name on any check, draft, or other instrument payable to Grantor or to Grantor and Grantee jointly, in payment of such rents and to take such further steps on behalf of Grantor as may be necessary to realize on such instruments. By accepting this Mortgage Deed, Grantee agrees it will not exercise its rights pursuant to this assignment unless and until an event of default shall have occurred hereunder.

11. Grantor will keep proper books of record and accounts with respect to the mortgaged property and the operations thereof, and shall allow Grantee to examine said books of record and account at such reasonable times and intervals as Grantee may elect. Unless waived by Grantee, Grantor shall furnish Grantee with a certified annual audit prepared by accountants satisfactory to Grantee showing the computation of gross annual income