

foreseen or unforeseen (including any casualty for which insurance was not obtained or obtainable) resulting in damage to or destruction of the Mortgaged Property, or any part thereof, give notice thereof to Mortgagee and promptly, at its sole cost and expense (whether or not the insurance proceeds, if any, shall be sufficient for the purpose), commence, and diligently continue, to restore, repair, replace, rebuild or alter the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

3.5 Inspection. Permit Mortgagee, at all reasonable times during business hours, to inspect the Mortgaged Property.

3.6 Proceedings. Defend, at its own cost and expense, any action, proceeding or claim affecting the Mortgaged Property.

IV. Negative Covenants

Mortgagor further covenants and agrees that until the entire principal of and interest on the Note and all other indebtedness secured hereby shall have been paid in full, it will not:

4.1 Use of Mortgaged Property. Use the Mortgaged Property or any part thereof or allow the same to be used or occupied for any unlawful purpose or in violation of any certificate or permit of occupancy or use or certificate of compliance covering or affecting the use thereof; or suffer any act to be done or any condition to exist on the Mortgaged Property or any part thereof or any article to be brought thereon, which may be dangerous (unless safeguarded as