

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 from the operation of the mortgaged property within ninety (90) days after the close of each fiscal year of the Grantor, and will further furnish such periodic unaudited financial statements as Grantee shall reasonably require.

12. The Grantor covenants with the Grantee that Grantor will not operate the mortgaged premises, or cause them to be operated as cooperative apartment buildings in which the occupants or tenants participate in the ownership, control or management of the mortgage premises as tenant stockholders or otherwise.

13. Grantor covenants with Grantee that the parking and landscape areas set forth in the approved plans and specifications shall be retained and maintained for such purposes and that no new buildings or other structures shall be erected on the mortgaged premises without the prior written consent of the Grantee.

14. In the event of default in the payment of any principal and interest of any instrument secured hereby beyond the period of grace set forth in such instrument, or if Grantor shall fail to perform or observe any covenant of this Mortgage Deed, Note, or any other agreement secured hereby when the