

right to unearned premiums, shall vest in the purchaser of the premises at foreclosure, and Mortgagor hereby appoints Mortgagee as the attorney in fact of Mortgagor to assign all right, title and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

Fourth: CARE OF PREMISES.

(a) The Mortgagor will keep the improvements now or hereafter erected on the premises in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the premises or any part thereof.

(b) The Mortgagor will not remove or demolish the structural character of any building, fixture, chattel or other part of the premises without the written consent of the Mortgagee, nor will it alter the design of any building, fixture, chattel or other part of the premises without the written consent of the Mortgagee except as required in the normal operation of the premises as a shopping center or the leasing thereof.

(c) If the premises or any part thereof is damaged by fire or any other cause, the Mortgagor will give immediate written notice of the same to the Mortgagee.

(d) The Mortgagee or its representatives is hereby authorized to enter upon and inspect the premises at any time during normal business hours.

(e) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the premises or any part thereof.

(f) If all or any part of the premises shall be damaged by fire or other casualty, the Mortgagor will promptly restore the premises to the equivalent of its condition immediately prior to the casualty or such other condition as may be agreed upon by Mortgagor and Mortgagee, and if a part of the premises shall be damaged through condemnation, the Mortgagor will promptly restore, repair or alter the remaining property in a manner reasonably satisfactory to the Mortgagee.

Fifth: FURTHER ASSURANCES. At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, execute and deliver or cause to be made, executed and delivered to the Mortgagee any and all other further instruments, certificates, and other documents as may, in the opinion of the Mortgagee be necessary or desirable in order to effectuate, complete, enlarge or perfect or to continue and preserve the obligation of the Mortgagor under the note and the lien of this mortgage and security agreement. Upon any failure by the Mortgagor so to do, the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and attorney in fact of the Mortgagor so to do.

Sixth: LEASES AFFECTING THE PREMISES. The Mortgagor shall perform all covenants to be performed by the landlord under any and all leases on the premises or any part thereof and shall not, without the written consent of the Mortgagee, cancel, surrender any lease on the premises, nor modify any lease so as to reduce the rent or diminish the term thereof. Upon demand, the Mortgagor will furnish the Mortgagee copies of any lease on the premises or any part thereof.

Seventh: EXPENSES. The Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses incurred by the Mortgagee in any proceedings involving the estate of a decedent or an insolvent, or in any action, legal proceeding or dispute of any

0.533

4328 RV-2