

17. That Mortgagor, during the continuance of this Mortgage, will maintain or cause to be maintained all the buildings included in the Mortgaged Property in good and substantial repair, working order and condition and will not commit, permit or suffer waste, impairment or deterioration of the Mortgaged Property or any part thereof; and in the event of the failure of the Mortgagor to keep the buildings, structures and other improvements on the Mortgaged Property and those to be erected on the Mortgaged Property, in good and substantial repair, the Mortgagee may make such repairs as in its discretion it may deem necessary or desirable for the proper preservation thereof, and any sums paid for such repairs shall bear interest from the date of payment, shall be due and payable on demand and shall be fully secured by this Mortgage all in the manner and as set forth in paragraph 20 hereof;

18. The Mortgagee shall not be entitled to institute foreclosure proceedings with respect to the Mortgaged Property upon the occurrence of a default hereunder unless (a), in the case of a default in the payment of principal, interest, additional interest, premium or penalties, if any, and any and all other sums to become due in respect of the Note, such default shall have continued unremedied for a period of five consecutive days, and (b), in the case of any other default hereunder or under the Loan Agreement, such default shall have continued unremedied for 30 days after written notice thereof to the Mortgagor by the Mortgagee.

19. That no waiver of any covenant contained herein or in the Note shall at any time thereafter be held to be a waiver of any of the terms hereof or of the Note;