

heretofore and hereafter made in respect of any taking by eminent domain for public or quasi-public purposes or for road widening (not in excess of twenty (20) feet or if such taking renders the Premises substantially unfit for the use and operation intended for the same by mortgagor), but only to the same extent as mortgages or mortgages senior to this mortgage would release such insurance proceeds or eminent domain awards.

To the extent allowed by other mortgages secured by the Premises, which are senior to this mortgage, mortgagor shall have the right throughout the term hereof to (i) demolish, alter, remove or otherwise make changes in any structures nor or hereafter existing on the Premises, and (ii) to construct improvements, including buildings and roads, upon the mortgaged Premises.

Notwithstanding anything in this mortgage to the contrary, mortgagor shall not be deemed to be in default under this mortgage or the note secured hereby unless such default shall continue (i) with respect to the payment of any installment of principal or interest, beyond ten (10) days after written notice of such default has been given to mortgagor by mortgagee at its address above given, or (ii) with respect to the performance of any other covenant, agreement, provision or condition on the part of mortgagor to be performed hereunder, beyond thirty (30) days after written notice of the same has been given to mortgagor by mortgagee at its address above given.

In the event mortgagor conveys by deed or otherwise to any other party an interest in said Premises or any part thereof without the prior written consent of the mortgagee, which consent shall not be unreasonably withheld or delayed, mortgagee at its election may declare the entire indebtedness hereby secured to be immediately due and payable, without notice to mortgagor or its successor, which notice said mortgagor and any successor to mortgagor in interest hereby expressly waives, and upon such declaration the entire indebtedness hereby secured shall be immediately due and payable, anything herein or in the said promissory note to the contrary notwithstanding. The determination as to whether consent should be granted or withheld shall be made without regard to interest rate.

During the term of this mortgage, mortgagee shall have the unrestricted right to periodically review any and all financial statements of the mortgagor which pertain to the operation of the Premises, and to periodically inspect the