

Mortgage. Mortgagor shall notify Mortgagee in writing promptly of the commencement of any legal proceedings affecting the Mortgaged Premises, or any part thereof, and take such action as is necessary to preserve Mortgagee's rights affected thereby. Mortgagee may, at its election, take such action to preserve its rights on behalf and in the name of Mortgagor and at Mortgagor's expense. Mortgagor shall immediately notify Mortgagee if the Mortgaged Premises or any part thereof is damaged by fire or other cause.

9. Alterations.

Mortgagor shall not make alterations, improvements, utility installations or other additions in, on or about the Mortgaged Premises of a nature ordinarily requiring the preparation of Plans or Specifications without (i) the prior written consent of Mortgagee, which consent shall not be unreasonably withheld and shall not be withheld if the holder of a senior mortgage or the Federal Housing Commissioner consents to such alterations, improvements or additions, (ii) providing Mortgagee with Plans and Specifications or other detailed information relating thereto, and (iii) furnishing Mortgagee, upon request, with an acceptable payment and performance bond and/or mechanic's or materialmen's bond. In no event shall any such consent constitute a subordination of this Mortgage.

10. Entry.

Mortgagor agrees that Mortgagee and its agents may at all reasonable times enter upon and inspect the Mortgaged Premises, inspect all records relating thereto, and copy such records.