

full, a proportionate sum of the annual taxes, public assessments and applicable insurance premiums, as estimated by the Mortgagee, in escrow. All such deposits shall be held by the Mortgagee without interest and free of any lien and free of trust or claim of the Mortgagor's creditors, to be used by the Mortgagee to pay such taxes, assessments and premiums as the same become due and payable.

9. That the Mortgagor hereby assigns all the rents, issues, and profits of the mortgaged premises and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

10. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, a transfer by devise, descent, or by operation of law upon the death of a Mortgagor, or by and through transfers to the children, grandchildren or spouses of the Mortgagor, or to any other entity, whether a corporation, trust, limited partnership or general partnership, of which the Mortgagor, their respective spouses, children or grandchildren, are the owners of the legal or equitable title thereof, or the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

11. That the enactment of any new statute or law by any governmental agency or body, or the legal interpretation of any existing statute or law, that in the judgment of the Mortgagee materially interferes with the mortgaged premises or with the operation of the business in which the Mortgagor is engaged, shall, at the option of the Mortgagor, constitute a default hereunder.

12. That the Mortgagee shall have the right to enter and inspect the mortgaged premises at all reasonable times.

13. That the Mortgagor will execute and deliver to the Mortgagee, on demand, any instrument or instruments necessary to reaffirm, to correct and to perfect the lien of the Mortgagee to the mortgaged premises.

14. That the rights of the Mortgagee arising under the clauses and covenants contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that the invalidity of one or more of the clauses and covenants contained herein shall not in any way affect the validity or enforceability of the remaining provisions herein contained; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

15. That any waiver by the Mortgagee of any condition, stipulation or covenant of this mortgage, or of any violation thereof, shall not be construed as a waiver of any similar or other act, or acts, or omissions at any subsequent time. Where, by the terms and conditions of this instrument or of the note secured hereby, a day or time is fixed for the payment of any money or for the performance of any other obligation or agreement, the time stated enters into the consideration and is of the essence of this entire contract.

16. The Mortgagor shall promptly notify the Mortgagee, in writing, of the occurrence of any of the following events, to-wit: (a) the existence of any default by the Mortgagor in the performance and observance of all of the terms, conditions and covenants to be performed by Mortgagor as Lessor, or Lessee, or Assignee of the same, under any Lease affecting the mortgaged premises, (b) receipt of actual knowledge or notice of the condemnation of the whole or any portion of the mortgaged premises, (c) actual knowledge of the fire or other casualty loss of the whole or any portion of the mortgaged