

there is no breach of or default under any of the covenants or agreements herein contained to be performed by mortgagors, or in the performance by mortgagors of any of the terms, covenants and conditions in said lease contained, mortgagee shall have no right to terminate, cancel, modify, change, supplement, alter or amend said lease.

(ii) That no release or forbearance of any of mortgagors' obligations under said lease, pursuant to said lease or otherwise, shall release mortgagors from any of their obligations under this mortgage, including their obligations with respect to the payment of rent as provided for in said lease and the performance of all of the terms, provisions, covenants, conditions and agreements contained in said lease, to be kept, performed and complied with by the tenants therein.

(iii) That unless mortgagee shall otherwise expressly consent in writing, the fee simple title to the property demised by said lease and the leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in the lessor or in the lessees, or in a third party by purchase or otherwise.

PROVISIONS APPLICABLE TO THE ENTIRE MORTGAGED PREMISES

AND the said mortgagors do, as additional security, hereby assign, set over and transfer to the said mortgagee, all of the rents, issues and profits of the said mortgaged premises, accruing or falling due from and after the service of a summons in any action of foreclosure to which said mortgagee may be parties, and the holder of this mortgage shall be entitled to the appointment of a receiver for such rents and profits as a matter of right, without consideration of the value of the mortgaged premises as security for the amount due the mortgagee, or the solvency of any person or persons, firm or corporation, liable for the payment of such amount.

AND IT IS AGREED, by and between the said parties, that the said mortgagors, their heirs or assigns, shall and will insure the buildings on said premises and keep the same insured from loss or damage by fire, the perils covered by the standard Extended Coverage Endorsement or other hazards, that may be from time to time required by the mortgagee, and assign the