

mortgagor expressly agrees that if mortgagor shall, at any time prior to payment in full of all indebtedness secured hereby, acquire fee title or any other greater estate to the premises demised by said lease, the lien of this mortgage shall attach, extend to, cover and be a lien upon such fee simple title or other greater estate.

Mortgagor covenants and agrees that it will at all times fully perform and comply with all agreements, covenants, terms and conditions imposed upon or assumed by it as tenant under the aforesaid lease and amendments thereto, and that if mortgagor shall fail so to do mortgagee may (but shall not be obligated to) take any action mortgagee deems necessary to prevent or to cure any default by mortgagor in the performance of or compliance with any of mortgagor's covenants or obligations under said lease. Upon receipt by mortgagee from the landlords under said lease of any written notice of default by the tenant thereunder, mortgagee may rely thereon and take any action as aforesaid to cure such default even though the existence of such default or the nature thereof be questioned or denied by mortgagor or by any party on behalf of mortgagor. Mortgagor hereby expressly grants to mortgagee, and agrees that mortgagee shall have the absolute and immediate right to enter in and upon the mortgaged premises or any part thereof to such extent and as often as mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by mortgagor. Mortgagee may pay and expend such sums of money as mortgagee in its sole discretion deems necessary for any such purpose, and mortgagor hereby agrees to pay to mortgagee, immediately and without demand, all such sums so paid and expended by mortgagee, together with interest thereon from the date of each such payment at the rate of 5½% per annum. All sums so paid and expended by mortgagee and the interest thereon shall be added to and be secured by the lien of this mortgage.

Mortgagor further covenants and agrees:

(i) That it will not surrender its leasehold estate and interest hereinabove described, nor terminate or cancel said lease, and that it will not without the express written consent of mortgagee modify, change, supplement, alter or amend said lease, either orally or in writing, and as further security for the repayment of the indebtedness secured here-