

14. Notwithstanding that the assignment of awards referred to in Paragraph 13 hereof shall be deemed to be self-executing, the Mortgagor, after the allowance of a condemnation claim or award, and the ascertainment of the amount due thereon, and the issuing of a Warrant, by the condemnor, for the payment thereof, shall execute, at the Mortgagee's request, and forthwith deliver to Mortgagee, a valid assignment in recordable form, assigning all of such condemnation claims, awards, or damages to the Mortgagee, but not in excess of an amount sufficient to pay, satisfy and discharge the principal sum of this Mortgage then remaining unpaid, with interest thereon, at the rate specified herein, or in the Note which this Mortgage secures, to the date of payment, whether such remaining principal sum is then due or not by the terms of said Note or of this Mortgage.

15. To faithfully perform the covenants of the Lessor under present and future leases affecting said mortgaged premises, and neither do nor neglect nor permit to be done anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of the Lessor or of Mortgagee therein or thereunder.

16. Insurance loss proceeds shall be used for reconstruction of the mortgaged premises only if the Mortgagee so elects and provided the insurers do not deny liability as to the insured or the insured delivers to Mortgagee waivers of the insurer's right of subrogation effective at the time of loss.

17. To procure and deliver to Mortgagee, prior to, or at the time of executing this Mortgage, estoppel letters or certificates from each Lessee, tenant or occupant in possession of the above mortgaged premises, as required by, and in form and substance satisfactory to Mortgagee.

18. Anything herein to the contrary notwithstanding, the Mortgagor hereby covenants and agrees that all of the policies of fire insurance and any renewals thereof which the Mortgagor is required to procure and deliver to Mortgagee, as required by Covenant 4 hereinabove shall be for terms of not less than three (3) years and will have attached thereto endorsements of the fire insurers in proper form wherein and whereby all of the fire insurers waive their rights of subrogation.

19. To furnish Mortgagee, at no expense to it, an annual audit of the operation of said mortgaged premises, including without limitation, all of the operations of all of the Lessees, tenants and occupants thereof, showing total rents received from each Lessee, tenant and occupant and total expenses together with annual balance sheets and profit and loss statements, prepared by a certified public accountant, licensed to practice in the State of ~~Massachusetts~~, and acceptable to Mortgagee, within one hundred and twenty (120) days after the close of each fiscal year and such interim balance sheets and profit and loss statements as may be required by Mortgagee.

* South Carolina or New York