

thereunder, whether such cash or securities ~~are~~ held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including, further, the right upon the happening of an Event of Default, to receive and collect the rents thereunder.

To have and to hold the above described Property unto the Mortgagee, its successors and assigns forever.

The Mortgagor hereby covenants with the Mortgagee that the Mortgagor is indefeasibly seized with the absolute and fee simple title to said Property, and has full power and lawful authority to sell, convey, transfer and mortgage the same; that it shall be lawful at any time hereafter for the Mortgagee to peaceably and quietly enter upon, have, hold, and enjoy said Property, and every part thereof; that this mortgage is and will remain a valid and enforceable first lien on the mortgaged Property; that said Property is free and discharged from all liens, encumbrances, and claims of any kind, including taxes and assessments; and that the Mortgagor hereby fully warrants unto the Mortgagee the title to said Property and will defend the same against the lawful claims and demands of all persons whomsoever.

Now, therefore, the condition of this mortgage is such that if the Mortgagor shall well and truly pay unto the Mortgagee, the indebtedness evidenced by that certain promissory note (herein sometimes called "Note" or "Mortgagee note"), of even date herewith, made by the Mortgagor and payable to the Mortgagee in the principal sum of \$ 1,163,000.00 together with interest as therein stated, and shall perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants contained and set forth in this mortgage and in the promissory note secured hereby, then this mortgage and the estate hereby created shall cease and be null and void.

And the Mortgagor does hereby covenant and agree:

1. To perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants contained and set forth on said promissory note and this mortgage deed.

2. To permit, commit or suffer no waste and to maintain the improvements at all times in a state of good repair and condition; to comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental or other authority relating to the mortgaged property; and to do or permit to be done to said premises nothing that will alter or change the use and character of said Property or in any way impair or weaken the security of this mortgage. And in case of the refusal, neglect or inability of the Mortgagor to repair and maintain said property, the Mortgagee may, at its option, make such repairs or cause the same to be made, and advance moneys in that behalf.

3. That no building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished or materially altered, without the prior written consent of Mortgagee.

4. That Mortgagor will promptly pay and discharge any and all license fees or similar charges, together with any penalties and interest thereon, which may be imposed by the jurisdiction in which the mortgaged Property is situated for the use of vaults, chutes, areas and other space beyond the lot line and under or abutting the public sidewalks in front of or adjoining the Premises; that Mortgagor will promptly cure any violation of law and comply with any order of said jurisdiction in respect of the repair, replacement or condition of the sidewalks or curbs in front of or adjoining the Premises; that, if Mortgagor shall default in making such payment and obtaining such discharge or in curing any such violation, Mortgagee may make such payment, together with penalties and interest thereon, and obtain such discharge, and cure any such violation, and the amount of such payment and the expenses incurred by Mortgagee in obtaining such discharge and curing any such violation shall thereupon be secured by this Mortgage and become a lien on the mortgaged Property; and that Mortgagor will repay the amount of such payment and such expenses to Mortgagee, together with interest thereon at the delinquent mortgage note rate, within fifteen (15) days after demand for said payment is made by Mortgagee to Mortgagor.

5. In the event that the Mortgagor shall be late in the payment of any monthly installment due under the terms of the within Mortgage or the Promissory Note of even date herewith, then Mortgagor shall pay a "late penalty payment" computed at the rate of \*(See Below) ~~of the outstanding principal balance as of the date when said payment was due~~. A late payment shall mean a payment of any monthly installment which is not made within 20 days of the date when said payment was due.

\* 1% of the monthly payment of interest then due.