

6. The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property or any portion thereof, will notify the Mortgagee of the pendency of such proceedings. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which terms when used in this indenture shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall, at the option of the Lender, become immediately due and payable. The Lender shall be entitled to all compensation, awards, and other payments or relief thereof and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such condemnation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Borrower to the Lender, who after deducting therefrom all its expenses, including attorney's fees, may release any monies so received by it without affecting the lien of this deed and may apply the same in such manner as the Lender shall determine, to the reduction of the sum secured hereby, and to any prepayment fee herein provided, and any balance of such monies then remaining shall be paid to the Borrower. The Borrower agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as the Lender may require.

7. The Mortgagor shall furnish to the Mortgagee, within thirty (30) days after a request by the Mortgagee to do so, a written statement containing the names of all lessees of the Property, the terms of their respective leases, the spaces occupied and the rentals paid.

8. That Mortgagor hereby assigns to Mortgagee the rents, issues and profits of the Mortgaged Property as further security for the payment of the indebtedness secured hereby and Mortgagor grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property, or any part thereof, and to apply said rents, issues and profits, after payment of all necessary charges and expenses, on account of said indebtedness; that this assignment and grant shall continue in effect until the indebtedness secured by this Mortgage is paid, but Mortgagee hereby waives the right to enter the Mortgaged Property for the purpose of collecting said rents, issues and profits, and Mortgagor shall be entitled to collect and receive said rents, issues and profits, until the occurrence of a default by Mortgagor under the terms and provisions hereof; that Mortgagor agrees to use said rents, issues and profits in payment of Principal and/or interest payable pursuant to the Note, and in payment of all taxes, assessments, water rates, sewer rents and other charges on or against the Mortgaged Property; that such right of Mortgagor to collect and receive said rents, issues and profits may be revoked by Mortgagee upon any default by Mortgagor under the terms and provisions of this Mortgage by giving not less than five days written notice of such revocation to Mortgagor; that Mortgagor shall not have the right or power, as against the holder of this Mortgage without its consent, to cancel, abridge or otherwise modify tenancies or leases of the Mortgaged Property, or any part thereof, in existence on the date of this Mortgage, or to accept pre-payments of installments of rent to become due thereunder for a period of more than one month in advance; that, in respect of any such lease which now or at any time is covered by such restriction, Mortgagor will (a) fulfill or perform each and every term, covenant and provision of any such lease to be fulfilled or performed by the lessor thereunder; (b) give prompt notice to Mortgagee of any notice received by Mortgagor of default by the lessor thereunder, together with a complete copy of any such notice, and (c) enforce, short of termination thereof, the performance or observance of each and every term, covenant and provision of any such lease by the lessee thereunder to be performed or observed; and that, in the event of any default under this Mortgage, Mortgagor will pay monthly in advance to Mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Mortgagor, and upon default in any such payment, will vacate and surrender possession of such part of the Mortgaged Property to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise.

9. The Mortgagor will, at the cost of the Mortgagor, and without expense to the Mortgagee do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as the Mortgagee shall from time to time require, for the better assuring, conveying, assigning, transferring and confirming unto the Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which the Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage and, on demand, will execute and deliver, and hereby authorizes the Mortgagee upon any failure of Mortgagor so to do, to execute in the name of the Mortgagor to the extent it may lawfully do so, one or more financial statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the mixed or personal property, and hereby irrevocably appoints Mortgagee the agent and attorney in fact of Mortgagor so to do.