

(34.) Mortgagor shall do all things necessary to keep all leases in full force and effect and to operate the property in a first class manner. In the event Mortgagor defaults in the performance of any obligations imposed by any lease affecting the property conveyed hereby, Mortgagee (at its option but without obligation so to do), at any time and from time to time, with or without notice to or demand upon Mortgagor, may perform the same or any other obligation of Mortgagor under said lease and pay such sums in such manner and to such extent as Mortgagee, in its sole discretion, deems advisable to cure such default, without thereby waiving or curing any default hereunder. Mortgagee and Mortgagor are each hereby authorized for such purposes to enter upon said property and shall not be deemed guilty of trespass in so doing. Mortgagor covenants and agrees that it will pay on demand all sums so expended and any reasonable cost so incurred with interest thereon from date of expenditure at 10% per annum, subject to the provisions of the Note secured hereby relating to permissible interest rates. It is further agreed that all sums so expended, costs so incurred and interest thereon shall be secured hereby.

(35.) This Mortgage shall inure to and bind the successors and assigns of the parties hereto.

(36.) Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

(37.) The Mortgagor covenants that the mortgage securing this sum is a first lien and that it has clear and fee simple title to said property and that as of the date hereof, it has no defenses or offsets against the principal sum hereof and that said sum represents a valid and just debt.