- 6. That the Mortgagor will promptly comply, or cause compliance, with all present and future laws, ordinances, rules, regulations and other requirements of all governmental authorities having jurisdiction of or with respect to the Mortgaged Property or any portion thereof or the use or occupation thereof.
- 7. That the Mortgagor will not commit any waste on the premises or make any change in the use of the premises which will in any way increase any hazards arising out of construction or operation; that the Mortgagor will, at all tepairs, renewals, replacements in good operating order and conditions and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to such end; and, after completion of the Improvements identified in the Building Loan Agreement, the Mortgagor shall not remove, demolish or substantially alter them; and that the Mortgagor shall not remove any Building Equipment, except where appropriate replacements are immediately made which are free of superior title, liens or claims and have a value at least equal to the value of the Building Equipment removed.
- 8. That the Mortgagor will keep adequate records and books of account in accordance with generally accepted accounting principles and will permit the Mortgagee, by its agents, accountants and attorneys, to visit the premises to inspect the Mortgaged Property, to examine its records and books of account and to discuss its affairs, finances and accounts with the officers of the Mortgagor, at such reasonable times as may be requested by the Mortgagee; that, if the Mortgaged Property is other than a single family dwelling, the Mortgagor and each Guarantor will deliver to the Mortgagee, as soon as available but in no event more than 90 days after the close of its respective fiscal year, financial statements consisting of its balance sheet as of the close of such fiscal year and its income and expense statement to the close of such fiscal year, and a balance sheet and statement of income and expense for the Mortgaged Property, which statements will be prepared by a certified public accountant, setting forth in each case, in comparative form, figures for the preceding year; that throughout the term of this Mortgage, the Mortgagor and each Guarantor with reasonable promptness will deliver to the Mortgagee such other information with respect to the Mortgagor and each Guarantor as the Mortgagee may reasonably request from time to time; that the Mortgagor, within three (3) days upon request in person or within five (5) days upon request by mail will furnish a written statement duly acknowledged of the amount due, whether for principal or interest, on this Mortgage and whether any offsets or defenses exist against the Mortgage indebtedness.
- 9. That the Mortgagor will not (i) execute an assignment of the rents or any part thereof from the premises unless such assignment shall provide that it is subordinate to the assignment contained in this Mortgage and any assignment executed pursuant hereto, or (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease of the premises or of any part thereof, now existing or hereafter made, having an unexpited term of two (2) years or more, except that any lease may be cancelled provided that promptly after the cancellation or surrender thereof a new lease is entered into with a new lessee having a credit standing, in the judgment of the Mortgagee, at least equivalent to that of the lessee whose lease was cancelled, on substantially the same terms us the terminated or cancelled lease, or (iii) modify any such lease so as to shorten the unexpired term thereof or so as to decrease the amount of the rents payable thereunder, or (iv) accept prepayments of any installments of rents to become due under such leases, except prepayments in the nature of security for the performance of the lessees thereunder, or (v) in any other manner impair the value of the Mortgaged Property or the security of the Mortgage; that the Mortgagor will not execute any lease of all or a substantial portion of the premises except for actual occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all leases of the premises now or hereafter existing, on the part of the lessor thereunder to be kept and performed that, if any of such leases provide for the giving by the lessee of certificates with respect to the status of such leases, the Mortgagor shall exercise its right to request such certificates within five (5) days of any demand therefor by the Mortgagee; that 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 premises, the terms of their reposition leases, the terms of their reposition leases. their respective leases, the space occupied and the rentals payable thereunder; and that to the extent not so provided by applicable law, each lease of the premises or of any part thereof, shall provide that, in the event of the enforcement by the Mortgagee of the remedies provided for by law or by this Mortgage, any person succeeding to the interest of the Mortgagor as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one
- 10. That this Mortgage, as to the Building Equipment, constitutes a security agreement, as defined as aforesaid; that, pursuant to Section 9-402 (2) (c) of the Uniform Commercial Code of the State of New Yorks, the Mortgager authorizes the Mortgage to execute and file financing statements if the Mortgagee shall determine that such are necessary or advisable in order to protect its security interest in the Building Equipment constituting part of the Mortgaged Property; that the Mortgagor agrees to execute and deliver, from time to time, such further instruments (including additional security agreements), satisfactory to the Mortgagee, as may be requested by the Mortgagee to confirm the lien of this recording of any such instruments.
- 11. That the whole of the principal sum and interest secured hereby shall become due at the option of the Mortgagee:

 (a) after default in the payment of any installment of principal of the Note when due and payable, whether at maturity, by notice of intention to prepay, or otherwise; or (b) after default in the payment of interest or of any other debt secured hereby for ten (10) days after the same shall have become due and payable; or (c) after default in the payment of any ray water rate sever tent or assessment or installment thereoffice after the same shall have become due and payable; or (c) after default in the payment of any ray water rate sever tent or assessment or installment thereoffice after the same shall have become due and payable; or (c) after default in the payment of any ray water rate sever tent or assessment or installment thereoffice after the same shall have become due and payable; or (c) after default in the payment of any ray water rate sever tent or assessment or installment thereoffice after the same shall have become due and payable; or (c) after default in the payment of any ray water rate sever tent or assessment or installment thereoffice after the same shall have become due and payable; or (c) after default in the payment of any ray water rate sever tent or assessment or installment thereoffice after the same shall have become the same shall ha ment of any tax, water rate, sewer rent, or assessment or installment thereoffen 80x drotserforcestor wind kern kexomerica mothopoxible; or (d) if default shall be made in the observance or performance of any covenant or agreement on the part of the Mortgagor contained in paragraphs 2, 4, 5, 7 or 10 and such default shall have continued for a period of 20 days after written notice thereof shall have been given to the Mortgagor by the Mortgagee; or (e) if default shall be made in the due observance or performance of any other covenant or condition on the part of the Mortgagor in the Note or in this Mortgage contained, and such default shall continue for a period of 30 days after written notice thereof shall have been given to the Mortgagor by the Mortgagee; or (f) if by the order of a court of competent jurisdiction a trustee, receiver or liquidator of the Mortgaged Property or any part thereof or of the Mortgagor shall be appointed and such order shall not be discharged or dismissed within 30 days after such appointment; or (g) if the Mortgagor shall file a petition in bankruptcy or for an arrangement or reorganization pursuant to the Federal Bankruptcy Act or any similar law, federal or state, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or receivers of all or any part of the Mortgaged Property, or if by a decree of a court of competent jurisdiction, the Mortgagor shall be adjudicated a bankrupt or be declared insolvent; or (h) if any of the creditors of the Mortgagor shall file a petition in bankruptcy against the Mortgagor or for reorganization of the Mortgagor pursuant to the Federal Bankruptcy Act or any similar law, Federal or State, and if such petition shall not be discharged or dismissed within 60 days after the date on which such petition was filed; or (i) if final judgment for the payment of money shall be rendered against the Mortgagor and the Mortgagor shall not discharge the same or cause it to be discharged within 60 days from the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secure a stay of execution pending such appeal; or (j) if any of the events enumerated in clauses (f) through (i) of this Paragraph 11 shall happen to any Guarantor or to any of its property; or (k) after 30 days notice to the Mortgagor, in the event of the passage of any law deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured thereby for state or local purposes; or (1) if any event shall occur which would entitle the Mortgagee under the Building Loan Agreement to declare the principal indebtedness secured hereby and interest thereon immediately due and payable.