

promptly with copies of any notices of default which Mortgagor may at any time forward to any lessee of the Mortgaged Property or any part thereof; and (vii) deliver to Mortgagee, promptly after execution, a fully executed counterpart of each Lease of all or any part of the Mortgaged Property.

Mortgagee shall be entitled to cure any default of Mortgagor in any of the Leases or in the Ground Lease, and the cost to effect any curing of default (including reasonable attorneys' fees), together with interest thereon at the Default Rate, shall be added to the indebtedness secured hereby. Mortgagee shall have the option to declare this Mortgage in default because of a default of Mortgagor in the Ground Lease or the Leases, whether or not such default of Mortgagor is cured by Mortgagee pursuant to the right granted herein.

11. Discharge of Liens. Mortgagor agrees to satisfy all of the terms, covenants and conditions of any and all mortgages or other obligations (the "Liens") which may be a lien upon the Mortgaged Property or entitled to distribution out of the proceeds of any judicial sale of the Mortgaged Property, and in the event that any action be commenced to foreclose any of the Liens, it is hereby agreed that Mortgagee at its sole option may declare such to be a default hereunder.

12. Further Assurances. Mortgagor and Fee Owner will, at the cost and expense of Mortgagor and without any expense to Mortgagee, do, execute, acknowledge and deliver all and every such future acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Mortgagee shall from time to time require, for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter to be, or which Mortgagor or Fee Owner may be or may hereafter become bound to convey or assign to 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 Mortgagee to execute in the name of Mortgagor or Fee Owner to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security agreements to evidence more effectively the lien hereof upon the Chattels.

Mortgagor, within three (3) days upon request in person or within five (5) days upon request by mail, will furnish, in form satisfactory to Mortgagee, a duly acknowledged statement of the unpaid balance of the principal sum secured hereby and all interest and other amounts due thereon and stating whether any offsets, claims, counterclaims or defenses exist against the indebtedness secured hereby.

13. Filing and Recording Fees. Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage,

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