

ing or restoration shall, at the option of the Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto without interest.

Stamp Tax

7. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issuance of the Note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note secured hereby.

Observance of Lease Assignment

8. As additional security for the payment of the Note secured hereby and for the faithful performance of the terms and conditions contained herein, Mortgagor as Landlord, has assigned to the Mortgagee all of its right, title and interest as Landlord in and to a certain lease with International Harvester Company, as Tenant, dated December 18, 1973.

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All future leases of the Premises are subject to the approval of the Mortgagee as to form, content and tenants.

Mortgagor will not, without Mortgagee's prior written consent, (i) execute an assignment or pledge of any rents of the Premises and/or any leases of the Premises; (ii) accept any prepayment of any instalment of any rents more than thirty (30) days before the due date of such instalment; (iii) make any lease of the Premises except for actual occupancy by the lessee thereunder.