

11. If at any time the then existing use or occupancy of the mortgaged premises shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, the Mortgagor will not cause or permit such use or occupancy to be discontinued without the prior written consent of the Mortgagee.

12. If any action or proceeding be commenced by or against the Mortgagee, including an action to foreclose this Mortgage, affecting said premises or the lien of this Mortgage, the Mortgagee may appear, defend, prosecute, retain counsel, and take such action as the Mortgagee shall deem advisable, and the reasonable costs thereof (including reasonable counsel fees and all applicable statutory costs, allowances and disbursements) together with interest thereon at the rate set forth in the Note.

13. After any default hereunder, all rents, profits and all leases existing at the time of such default are hereby assigned as further security for the payment of said debt to the Mortgagee.

14. The Mortgagor will not, without the prior written consent of the Mortgagee, assign the rents or any part thereof from said premises. Other than in the ordinary course of business, the Mortgagor will not consent to the cancellation or surrender of, or accept prepayment of rents under, any lease now or hereafter covering said premises or any part thereof