

mary proceedings or otherwise.

18. That the Mortgagor has no right or power, as against the Mortgagee without its consent, to cancel, abridge or otherwise modify the leases or subleases of the Premises or any of the terms, provisions or covenants thereof, or to accept prepayments or installments of rent to become due thereunder and the Mortgagor shall not do so without such consent. If the Premises are located in the State of New York, the agreement contained in this Article, insofar as it affects any lease or sublease which is not primarily for the residential purposes of the owner of the leasehold estate and which, at the date hereof, has an unexpired term of not less than five (5) years, is made with reference to Section 291-f of the Real Property Law of said state.

19. That upon notice and demand, the Mortgagor shall, from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Mortgagee, in form satisfactory to the Mortgagee, one or more separate assignments (confirmatory of the general assignment provided in Article 16 hereof) of the lessor's interest in any lease or sublease now or hereafter affecting the whole or any part of the Premises, or one or more agreements pursuant to Section 291-f of the said Real Property Law, if applicable, restricting the Mortgagor's right or power, as against the Mortgagee, without its consent, to cancel, abridge or otherwise modify, or accept prepayments of installments of rent to become due under, any lease or sublease hereafter in existence; that the Mortgagor shall pay to the Mortgagee the expenses incurred by the Mortgagee in connection with the preparation and recording of any such instrument; that, with respect to any lease referred to in Article 18 hereof, or which at any time is covered by any such agreement or any such assignment of lessor's interest in such lease, the Mortgagor will (i) fulfill or perform each and every condition and covenant of the same to be fulfilled or performed by the landlord thereunder, (ii) give prompt notice to the Mortgagee of any notice of default by the landlord thereunder received by the Mortgagor together with a complete copy of any such notice, and (iii) enforce, short of termination thereof, the performance or observance of each and every covenant and condition thereof by the lessee thereunder to be performed or observed.

20. That the whole of said principal sum and interest shall become due, at the option of the Mortgagee:

(a) after default in the payment of any installment of principal or interest for five (5) days;

(b) after default in the payment of any tax, water rate, sewer rent or assessment or assessment for local improvement for twenty (20) days after the same first becomes due and payable, it being understood and agreed that an assessment which has been made payable in installments at the application of the Mortgagor or any lessee of the Premises shall, nevertheless, for the purposes of this paragraph, be deemed due and payable in its entirety on the

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