

leases of the Premises now or hereafter existing, on the part of the lessor thereunder to be kept and performed. 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 (5) days of any demand therefor by the Mortgagee.

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 respective leases, the space occupied and the rentals payable thereunder.

To the extent not so provided by applicable law, each lease of the Premises or 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 or rent or additional rent for more than one (1) month in advance.

11. Advances. All advances made by the Mortgagee pursuant to the commitment dated November 21, 1972, as amended, shall be secured by this Mortgage and shall increase the unpaid balance of the Note by the amount of such advance.

12. Further Assurances. That Mortgagor will, at the cost and expense of Mortgagor and without any expense to the Mortgagee, do, execute, acknowledge, and deliver all and every such future acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as the Mortgagee shall from time to time require, for the better assuring, conveying, assigning, transferring, and confirming unto the Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter to be, or which the Mortgagor may be or may hereafter become bound to convey or assign to the 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 authorized the Mortgagee to execute in the name of the Mortgagor 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.

13. Filing and Recording Fees, etc. The Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgement of this Mortgage, any security instruments with respect to the Chattels and any instruments of further assurance, and all federal, state, county and municipal taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any security instrument with respect to Chattels or any instrument of further assurance.

14. Mortgagee's Right to Cure. Upon the failure to comply with or perform any of the terms, covenants and conditions herein, the Mortgagee may comply with or perform the same, and the cost thereof together with interest at the applicable rate provided for in the Note shall be repaid by the Mortgagor and secured by this Mortgage. The exercise by the Mortgagee of its rights under this Article shall not preclude the Mortgagee from exercising any of its other rights and remedies upon default of the Mortgagor, as hereinafter provided.