

requested, to the one intended for at his designated address.

9. That the mortgagor warrants the title to the premises.

10. That the fire insurance policies required by Paragraph No. 2 above shall contain the usual extended coverage endorsement; that in addition thereto the mortgagor, within thirty days after notice and demand, will keep the premises insured against war risk and any other hazard that may reasonably be required by the mortgagee.

11. That in case of a foreclosure sale, said premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel.

12. That if any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured thereby), to which action or proceeding the mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent per annum and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

13. The rights and remedies given to the mortgagee hereunder shall always be subject and subordinate to the rights of holders of (i) all leases, mortgages and building loan instruments, as set forth in Paragraph 14 below, (ii) the rights of Class I Limited Partners of the mortgagor as set forth in the note this mortgage secures, and (iii) the rights of the Limited Partners of the mortgagor to preference payments and to the distribution of proceeds of sale or refinancing of the mortgagor's property or any part thereof as set forth in the Limited Partnership Agreement and all amendments thereto.