

at least fifteen (15) days prior to their expiration dates, all renewals thereof to the Mortgagee; and will pay all premiums thereon. The Mortgagor will not permit any condition to exist on said premises which would wholly or partially invalidate the insurance thereon. The Mortgagee may on behalf of the Mortgagor adjust and compromise any claims under such insurance and collect and receive the proceeds thereof and is hereby irrevocably appointed attorney-in-fact of the Mortgagor for such purposes, and may deduct from such proceeds any expense so incurred by it, and may at its option either apply such proceeds in reduction of the debt secured hereby, whether then matured or not, or release such proceeds to the Mortgagor in whole or in part upon conditions satisfactory to the Mortgagee. Upon default hereunder all of the Mortgagor's right, title and interest in and to all such policies are hereby assigned to the Mortgagee, including unearned premiums on such policies.

3. The Mortgagor will keep all improvements on the said premises *and* all fixtures and personal property covered by this Mortgage in good order and repair, will not commit or suffer waste and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the premises. No improvements or portions thereof shall be removed, demolished or materially altered without the prior written consent of the Mortgagee.

4. Mortgagor shall faithfully perform the covenants of Mortgagor as lessor under any present and future leases, affecting all or any portion of the Premises, and neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of Mortgagor or Mortgagee therein or thereunder. Mortgagor, without first obtaining the written consent of Mortgagee thereto, shall not (a) assign the rents, or any part thereof, from the Premises, (b) consent to the cancellation or surrender of any lease of the Premises, or any part

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