

the prior written consent of the Mortgagor. Mortgagor will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions, and agreements imposed upon or assumed by the Mortgagor as Lessor or Landlord under any lease, now or hereafter in effect including any amendments or supplements to such lease, covering any part of the above described property or any other property owned or controlled by the Mortgagor that is affected by the terms, provisions, covenants, conditions and agreements, imposed upon or assumed by the Mortgagor in such lease hereinafter, whether one or more, referred to individually or collectively as "Tenant's Leases", and mortgagor agrees not to do, or permit anything to be done, or omit and refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of said Tenant's leases or to abate the rental due thereunder. Mortgagor shall not cancel any leases now or hereafter assigned to Mortgagee, pursuant to Paragraph (9) below, nor terminate or accept a surrender thereof or reduce the payment of the rent thereunder or modify any of said leases or accept any prepayment of rent therein without first obtaining, on each occasion, the written approval of the Mortgagee. If the Mortgagor shall, in any manner, fail in this agreement, the Mortgagee may, but shall not be obligated to, take any action the Mortgagee deems necessary or desirable to prevent or cure any default by the Mortgagor in the performance of or compliance with any of the Mortgagor's covenants or obligations under any of said Tenant's Lease; including, but not limited to, declaring this Mortgage in default and the Note due and payable as provided herein.

9. Assignment of Leases. Mortgagor shall assign to the Mortgagee, upon request, as further security for the indebtedness secured hereby, the Lessor's interests in all leases, if any, and the Mortgagor's interest in all agreements, contracts, licenses and permits affecting the property, if any, subject to this mortgage, such assignments to be made by instrument in form satisfactory to the Mortgagee; but no such assignment shall be construed as a consent by the Mortgagee to any lease, agreement, contract, license or permit so assigned, or to impose upon the Mortgagee any obligations with respect thereto.

10. Effect of Misrepresentation. Any material misrepresentation in or of the documents furnished by the Mortgagor to the Mortgagee shall constitute a default hereunder.

11. Attorney's Fees. Should legal proceedings be instituted for the foreclosure of this Mortgage or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection by suit or otherwise, that all costs and expenses incurred by the Mortgagee, including a reasonable counsel fee of not less than ten per cent (10%) of the amount involved, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

12. Disposition of Additional Security. If the indebtedness secured hereby or any other debt owed by Mortgagor to Mortgagee, is now or hereafter further secured by Chattel Mortgage or Mortgages, pledges, contracts of guaranty, assignments of leases, or other securities, the Mortgagee may, at its option, exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as the Mortgagee may determine.

13. Condemnation or Eminent Domain. Any and all award or awards heretofore made and hereafter to be made under condemnation or eminent domain proceedings by any State, County, City, Federal or other public or quasi-public authorities to the present and all subsequent owners of the premises covered by this Mortgage, including any award or awards for any change or changes of grade of streets affecting said premises, are hereby assigned to the Mortgagee, and the Mortgagee, at its option, is hereby authorized and