

immediately due and payable, and be secured hereby, having the benefit of the lien hereby created, as a part thereof, and of its priority.

11. Mortgagor shall pay all sums, the failure to pay which may result in the acquisition of a lien prior to the lien of this Mortgage before such a prior lien may attach, or which may result in conferring upon a tenant of any part of the mortgaged premises a right to recover such sums as prepaid rent, or as a credit or offset against any future rental obligations.

12. Mortgagor shall assign to the Mortgagee, upon request, as further security for the indebtedness secured hereby, the lessor's interest in any or all leases, and the Mortgagor's interest in all agreements, contracts, licenses, and permits affecting the property subject to this Mortgage, such assignments to be made by instruments 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.

13. Mortgagor shall not, other than in the ordinary course of business, (a) cancel any of the leases now or hereafter assigned to Mortgagee pursuant to Paragraph (12) above, nor (b) terminate or accept a surrender thereof or (c) reduce the payment of the rent thereunder or (d) modify any of said leases or (e) accept any prepayment of rent therein (except any amount which may be required to be prepaid by the terms of any such lease) without first obtaining, on each occasion, the written approval of the Mortgagee.

14. To faithfully keep and perform all of the obligations of the landlord under all of the leases now or hereafter assigned to the Mortgagee pursuant to Paragraph (12) above and not to permit to accrue to any tenant under any such lease any right to prepaid rent pursuant to the terms of any lease other than the usual prepayment of rent as would result from the acceptance of the first day of each month of the rent for the ensuing month, according to the terms of the various leases.

15. To operate such property at all times as an apartment house complex and not to acquire any fixtures, or apparatus covered by this Mortgage subject to any security interest or other charge or lien taking precedence over this Mortgage.

16. That, in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, without in any manner vitiating or discharging the Mortgagor's liability hereunder, or upon the debt hereby secured.

17. That the Mortgagor shall pay to said Mortgagee, its legal representatives and assigns, a reasonable attorney's fee, in addition to all other legal costs, as often as any proceeding is taken to foreclose this Mortgage for default in any of its terms, covenants or agreements, which shall be an additional lien on said premises.

18. In any action brought to enforce the obligation of the maker of the note secured hereby to pay the indebtedness evidenced by such note or to enforce the obligation of the parties executing this instrument to pay any indebtedness or obligation created or arising under this instrument, the judgment or decree shall be enforceable against such parties only to the extent of their interests in the property covered hereby, and property subject to any other security instrument securing said note, and any such judgment shall not be subject to execution on, nor be a lien on, assets of such parties other than their interest in the property covered hereby and

0359

4328 RV-2

64