

limited to the execution of any further assurances, reasonably requested by mortgagee, to establish, confirm, maintain and continue the lien created and intended to be created hereby, all assignments made or intended to be made pursuant hereto, and all other rights and benefits conferred or intended to be conferred on mortgagee hereby, and mortgagor shall pay all costs incurred by mortgagee in connection therewith, including all filing and recording costs, cost of searches, and reasonable counsel fees incurred by mortgagee; and (ii) furnish mortgagee with a written certification signed by mortgagor, or an officer or general partner of mortgagor on mortgagor's behalf, as to all then existing space leases covering any part of the Mortgaged Property, the names of the space tenants, the rents payable thereunder and the dates to which such rents are paid, together with executed copies of all such space leases.

36. If any term or provision of this mortgage or of the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this mortgage or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this mortgage shall be valid and be enforced to the fullest extent permitted by law.

37. Mortgagor will promptly perform and observe, or cause to be performed or observed, all of the terms, covenants, and conditions of all instruments of record affecting the Mortgaged Property, non-compliance with which shall affect the security of this mortgage deed, or shall impose any duty or obligation upon the mortgagor, and mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Mortgaged Property.

38. (a) Upon or at any time after the commencement of any proceeding hereby authorized to be instituted after any one of the Events of Default referred to in Article 39 hereof shall happen, the Court hearing the same upon application and nomination by the mortgagee may appoint a receiver or receivers of said Mortgaged Property, or any part thereof, and the mortgagor hereby irrevocably consents to such appointment.

(b) Any such receiver shall have all of the usual powers and duties of receivers in like or similar cases and all the powers and duties of the mortgagee in case of entry as hereinafter provided, and shall continue as such and exercise all said powers until the date of confirmation of sale, and apply the monies collected to the payment of reasonable compensation for its attorney's and counsel's services to be fixed by said Court, to the payment of the expenses and charges of operating and maintaining the Mortgaged Property including rents and dis-