

26. Mortgagor shall have the right to prepay this Mortgage in whole but not in part at any time when the First Mortgage and/or New First Mortgage is prepayable, provided

(a) Mortgagor gives Mortgagee not less than sixty (60) days prior written notice of its intention to prepay and (b) in addition to prepaying the entire principal balance then due, together with all accrued and unpaid interest thereon, Mortgagor pays to Mortgagee the amount of any prepayment penalty due on the First Mortgage and/or any New First Mortgage.

27. In the event the unpaid principal balance of the First Mortgage or a New First Mortgage is reduced by the holder of said mortgage applying insurance proceeds or condemnation awards in reduction thereof or by prepayments made by Mortgagor with the prior written consent of Mortgagee so that Mortgagee's obligation hereunder to pay to the holder of the First Mortgage or New First Mortgage the unpaid principal balance of said mortgage as hereinbefore provided is similarly reduced, then and in such event, Mortgagee agrees that Mortgagor's obligation to pay the total indebtedness to Mortgagee hereunder, shall be reduced by an equivalent amount; such equivalent amount to be deducted from the final payment and all other payments to be made by Mortgagor to Mortgagee hereunder, in the inverse order of their due date, and, until such last and final payments are made, principal and interest shall continue to be payable in accordance with the terms of the note secured by the Mortgage.

28. Mortgagor shall furnish to Mortgagee, within two (2) business days after receipt thereof, copies of all notices of default which the holder of the First Mortgage or a New First Mortgage shall give to Mortgagor, or which the Mortgagor shall give to or receive from tenants of the Premises or any part or parts thereof based upon the occurrence or alleged occurrence of any default or defaults in the performance of leases of space tenants occupying any portion of the Premises.

29. Mortgagor shall, within five (5) days after receipt from the holder of the First Mortgage or any New First Mortgage of any notice, demand, complaint or request made with respect to the Premises deliver a copy thereof to the Mortgagee.

30. Mortgagor does herewith irrevocably appoint and constitute the Mortgagee as its true and lawful attorney-in-fact in its name, place and stead to perform and comply with all obligations of the Mortgagor under the First Mortgage and/or any New First Mortgage, without relying on any grace period provided therein, to do and take, without obligation to do so, any action as Mortgagee deems necessary or desirable to prevent or cure any default by the Mortgagor under the First Mortgage and/or any New First Mortgage or to perform or complete any obligation of the Mortgagor pursuant thereto. Mortgagor shall, within five (5) days after written request is made therefor by Mortgagee, execute and deliver to Mortgagee or to any person which Mortgagee shall designate, such further instruments, agreements, powers, deeds, conveyances or the like as may be necessary to complete or perfect the interest, rights or powers of Mortgagee pursuant to this Paragraph 30 or as may reasonably be required by Mortgagee.

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