

Mortgagor agrees that the terms and conditions of the Commitment Letter dated January 10, 1978 between Mortgagor and Mortgagee, except as otherwise altered, shall be incorporated into the terms and conditions of this Mortgage by reference and same shall constitute a part and parcel of this mortgage the same as if fully set forth herein.

If the Mortgagor shall, in any manner, fail in this agreement, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under any of said Tenants' Leases. Mortgagee may rely on any notice of default received from any tenant and may act thereon as herein provided even though the existence of such default or the nature thereof may be questioned or denied by Mortgagor or any party acting on behalf of Mortgagor, and such notice of default shall be conclusive evidence that a default exists for the purpose of this paragraph.

Mortgagee shall have the right to enter upon the above described property and any other property owned or controlled by Mortgagor which is affected by any of the terms, conditions, provisions, covenants and agreements of any of the Tenants' Leases to such extent and as often as Mortgagee, in its sole discretion, deems necessary to desirable in order to prevent or cure any such default by Mortgagor. Mortgagee may expend such sums of money as Mortgagee, in its sole discretion deems necessary for any such purpose, and Mortgagor hereby agrees to pay to Mortgagee, immediately upon demand, all sums so expended by Mortgagee, together with interest thereon from the date of each such payment at nine and one-half (9-1/2%) percent per annum. All sums so expended by Mortgagee, and the interest thereon shall be added to and secured by the lien of this instrument.

In the event that the mortgaged premises or any part thereof are sold, conveyed or transferred, or in the event that either