

26. Mortgagor agrees that where, by the terms of this mortgage or the note secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

27. That notwithstanding any taking of any property herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay principal and interest on the secured indebtedness, and any reduction in the secured indebtedness resulting from the application by Mortgagee of any award or payment for such taking, alteration, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the secured indebtedness, or be paid over, wholly or in part, to Mortgagor for the purposes of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged, or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor. If, prior to the receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

28. That if the Mortgagor shall hereafter lease the Premises or any part of the improvements now or later located thereon, by leases subordinate or junior (either by the date thereof, the date of recordation thereof or by the express terms thereof) to this mortgage, Mortgagor shall require that such leases shall expressly provide by their terms that they are subject to this mortgage and subject to the conditions that the rents thereunder shall not be paid more than sixty (60) days in advance of accrual without the Mortgagee's consent, and shall require that in the event of any foreclosure sale or sales hereunder, such leases shall continue in full force and effect, and the tenants thereunder will, upon request, attorn to and acknowledge the foreclosure purchaser or purchasers as landlord thereunder, unless the Mortgagee, or such foreclosure purchaser or purchasers, shall at or prior to the time of any foreclosure sale under this mortgage or within sixty (60) days thereafter, notify the tenant in writing to vacate and surrender the leased Premises within ninety (90) days from the date of such sale, and that in the event of such notice any such lease shall fully terminate and expire at the end of said period of ninety (90) days from and after the date of said foreclosure sale. It is agreed between Mortgagor and Mortgagee that such conditions of said leases shall be binding upon them.

29. That any payment made in accordance with the terms of this Mortgage by any person at any time liable for the payment of the whole or any part of the sums now or hereafter secured by this mortgage, or by any subsequent owner of the Premises, or by any other person whose interest in the Premises might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation which at any time may be liable for such payment or may own or have such an interest in the Premises, shall be deemed, as between the mortgage and all persons who at any time may be liable as aforesaid or may own the Premises, to have been made on behalf of all such persons.