

use such proceeds in any one or more of the following ways: (1) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness be then matured or unmatured, (2) use the same or any part thereof to fulfill any of the covenants contained herein as the Mortgagee may determine, (3) use the same or any part thereof to replace or restore the property to a condition satisfactory to the Mortgagee, or (4) release the same to the Mortgagor; and the Mortgagor hereby covenants and agrees to and with the Mortgagee, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

9. Mortgagor agrees that to the extent that the holders of the senior mortgages described in the first page of this Mortgage do not exercise their rights relative to maintenance of a reserve fund to pay taxes, assessments, liens and charges on or against the property, Mortgagee may require the Mortgagor to pay to Mortgagee such amounts as the Mortgagee from time to time estimates as necessary to create and maintain a reserve fund from which to pay before the same becomes due, all taxes, assessments, liens and charges on or against the property hereby mortgaged, and premiums for insurance as is herein covenanted to be furnished by the Mortgagor. Payments from said reserve fund for said purposes may be made by the Mortgagee at its discretion even though subsequent owners of the property described herein may benefit thereby. In the event of any default under the terms of this Mortgage, any part or all of said reserve fund may be applied to any part of the indebtedness hereby secured, and in refunding any part of said reserve fund the Mortgagee may deal with whomsoever is represented to be owner of said property at that time.

10. That if any action or proceedings be commenced, excepting an action to foreclose this Mortgage or to collect the debt hereby secured, to which action or proceeding the Mortgagee is made a party by reason of the execution of this Mortgage or the Note which it secures in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Mortgagee for the expense of any litigation to prosecute or defend the right and lien created hereby shall be paid by the Mortgagor together with interest thereon from date of payment at the rate of ten percent (10%) per annum, and any such sum and the interest thereon shall be 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