

WITH RESPECT TO THE FUTURE ENACTMENT  
OR ADOPTION OF UNFAVORABLE LAWS OR REGULATIONS:

That in the event of the enactment of any law changing the laws now in force and providing for the taxation of mortgages, or of debts secured thereby, or the manner of collection of such taxes, or in the event of the enactment of any law or ordinance, the promulgation of any zoning or other governmental regulation, or the rendition of any judicial decree restricting or affecting the use of the security property or rezoning the district wherein the same shall be situate, and if any of such events in Mortgagee's judgment shall materially and adversely affect the rights of Mortgagee, said Mortgagee may, upon not less than sixty days' written notice to Mortgagor, require payment of the indebtedness secured hereby at such time as may be stipulated in such notice, and the whole of the indebtedness hereby secured, together with accrued interest, shall thereupon become due and payable at par.

WITH RESPECT TO THE USE AND OPERATION OF THE  
PREMISES, THE PRESERVATION OF MORTGAGEE'S SECURITY  
INTEREST THEREIN AND COSTS AND  
EXPENSES INCURRED BY MORTGAGEE:

(a) That Mortgagor will comply with all laws, ordinances, orders, rules, regulations and requirements of governmental authorities, and the orders, rules and regulations of the National Board of Fire Underwriters, or any other body hereafter constituted and exercising similar functions.

(b) That Mortgagor will at all times keep in full force and effect such Federal, State, municipal and other governmental approvals as may be necessary from time to time to comply with all environmental, ecological and other governmental requirements relating to the security property or to Mortgagor's use and occupancy thereof and, upon Mortgagee's written request therefor, it will furnish Mortgagee with sufficient proof of such compliance.

(c) That Mortgagor will pay promptly all costs, commissions and expenses, including counsel fees, reasonably incurred in enforcing and carrying out the provisions of this mortgage or of the promissory note secured hereby, and will pay promptly any and all sums required to preserve the priority of the lien of this mortgage.

(d) That Mortgagor will pay all such costs and reasonable attorney fees, immediately upon demand therefor, as may be incurred by Mortgagee herein in the event it is named as party defendant in any judicial proceedings by reason of said Mortgagee having an interest in the real estate described herein; provided that the provisions of this subsection shall be inapplicable if the allegations of the party instituting the judicial proceeding are to the effect that Mortgagee has engaged in some tort or unlawful action or has made the secured loan in contravention to any law or regulation.

(e) That in the event Mortgagor, or other obligors, shall fail to perform any of its or their obligations as in this section and other sections of this mortgage provided and required, Mortgagee, at its option, may perform such obligations and pay all