

10. Mortgagee 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.

11. 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.

12. 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 (11) above, nor (b) terminate or accept a surrender thereof or to reduce the payment of the rent thereunder or (c) modify any of said leases or (e) accept any prepayment of rent therein (except any amount which may be required to be prepaid by the terms of any such lease) without first obtaining, on each occasion, the written approval of the Mortgagee.

13. To faithfully keep and perform all of the obligations of the landlord under all of the leases now or hereafter assigned to the Mortgagee pursuant to Paragraph (12) above and not to permit to accrue to any tenant under any such lease any right to prepaid rent pursuant to the terms of any lease other than the usual prepayment of rent as would result from the acceptance of the first day of each month of the rent for the ensuing month, according to the terms of the various leases.

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