

interest therein be sold, transferred, assigned or pledged without the prior written approval of the Mortgagee;

(b) Should Mortgagor lease the Premises or improvements as an entity or substantially as an entity without the prior written approval of Mortgagee; or

(c) Should any warranty, agreement or commitment of Mortgagor herein contained or contained in the Note or any instrument, conveyance, assignment or loan agreement given with respect to the secured indebtedness (including the Assignment of Lessor's Interest in Lease and a Security Agreement of even date) prove untrue or misleading in any material respect; or

(d) Should any federal tax lien or claim of lien for labor or material be filed of record against Mortgagor or the Premises and not be removed by payment or bond within thirty (30) days from date of recording; or

(e) Should any claim or priority to this Mortgage be asserted in any legal or equitable proceeding and not be satisfied or bonded with sixty (60) days thereafter; or

(f) Should Mortgagor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this Mortgage or in the Note or any instrument, conveyance, assignment or loan agreement given with respect to the secured indebtedness (including an Assignment of Lessor's Interest in Lease and a Security Agreement of even date).

18. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of, or consent to, subsequent defaults.

19. Without affecting the liability of any person (other than any person released pursuant to the provisions of this paragraph) for payment of any indebtedness secured hereby, and without