

physical condition of the Premises or any part thereof; provided, that mortgagee gives mortgagor a reasonable notice of such inspection and conducts such inspection during normal business hours.

Within five (5) days of receipt of any notice of default from any mortgagee senior to this mortgage, mortgagor shall provide mortgagee with a copy of same.

Notwithstanding any of the provisions in this mortgage to the contrary, a default by the mortgagor of any of the provisions of existing mortgages on the Premises which are senior to this mortgage, which default has been declared by the senior mortgagee, shall be deemed to be a default under this mortgage.

Mortgagor shall provide and maintain fire insurance with extended coverage indorsement, and other insurance as mortgagee may require, upon the buildings and improvements now situate or hereafter constructed in and upon said Premises, in companies and amounts satisfactory to with loss payable to the mortgagee; and to deliver the policies for such require insurance to the lender. Insurance acceptable to the senior mortgagee shall be acceptable to mortgagee.

Mortgagor shall keep all buildings and improvements now or hereafter situate on the Premises in good order and repair and to neither commit nor permit any waste.

Notices under this mortgage and the note secured by this mortgage shall be valid only if sent by certified mail, return receipt requested, as follows:

- (i) if to mortgagor, to the address set forth on page 1 of this mortgage "Attention: Vice President of Finance", with a copy to Wofsey, Certilman, Haft & Lebow, 55 Broad Street, New York, N. Y., 10004 Attention: Mark Schwarz, Esq., or to such other address as mortgagor may direct; and
- (ii) to mortgagee, to the address set forth on page 1 of this mortgage, or to such other address as mortgagee may direct.

Notices shall be deemed to have been sent two (2) days after mailing.

This mortgage may not be changed or terminated orally. The covenants contained in this mortgage shall run with the land and bind the mortgagor, the heirs, personal representatives, successors and assigns of the mortgagor and all subsequent owners, encumbrances, tenants and sub-tenants of the Premises, and shall enure to the benefit of the mortgagee, the personal representatives, successors and assigns of the mortgagee and all subsequent holders of this mortgage. The word "mortgagor" shall be construed as if it read "mortgagors" and the word "mortgagee" shall be construed as if it read "mortgagees" whenever the sense of this mortgage so requires.