

the performance or observance of any other covenant, condition or term of this Mortgage; fails in the performance or observance of any covenant, condition or term of the Loan Agreement, Factoring Agreement or any other agreement or document executed and delivered in connection with the indebtedness secured hereby or if there be commenced any action at law or equity or any proceeding affecting the title to the premises, Mortgagee at its option may pay said tax, lien, assessment, charge, utility charge or premium, make such repairs, take such steps as are necessary to prevent or cure such waste or default and may appear in any such necessary action as Mortgagee deems advisable in Mortgagee's sole discretion, and for any of said purposes, Mortgagee may, but shall not be obligated to, advance such sums of money as it deems necessary. All advances made by Mortgagee in connection therewith shall be secured hereby, and shall, upon demand, immediately be repaid by Mortgagor to Mortgagee with interest thereon at the rate of interest per annum provided in the Note secured hereby. Mortgagee shall be the sole judge, in the exercise of reasonable discretion, of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium; of the necessity for any such action and of the amount necessary to be paid in satisfaction thereof. Mortgagee, subject to the rights, if any, of tenants or subtenants in lawful possession or the legal right thereto, is hereby empowered to enter and to authorize others to enter upon the premises or any part thereof for the purpose of performing or observing any such default, covenant, condition or term, without thereby becoming liable to Mortgagor or to any person in possession holding under Mortgagor.

2. The Mortgagor will keep the premises in good order, repair and condition, reasonable wear and tear excepted; and it will not commit or permit any waste. The Mortgagee shall have the right to inspect the premises at all reasonable times, and access thereto shall be permitted for that purpose to it or its authorized agents. Mortgagor shall first obtain the written consent of the Mortgagee before (i) removing or

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