

8. The Mortgagor will faithfully perform the covenants of the lessor contained in any present or future lease by it of any part or all of the premises hereinbefore described, and in pursuance thereof, will neither do anything nor neglect to do anything, nor permit anything to be done which would cause the modification or termination of any of said leases, or of the obligation of any lessee, his or its successors and assigns, or the rents provided for therein or the interest of the lessor or of the Mortgagee therein or thereunder. The Mortgagor will not assign the rent or any part of the rent to anyone other than the Mortgagee, nor collect rents thereunder for more than one month in advance, nor subordinate any of said leases to the lien of this Mortgage without the prior written consent of the Mortgagee, nor do any other act whereby the lien of this Mortgage may be impaired in value or quality. The Mortgagor will not execute a mortgage, deed of trust or other instrument or permit a lien which may be or become superior to any subsisting lease to any part of said premises. This provision shall not be construed to prevent the Mortgagor from pursuing appropriate remedies against any defaulting occupancy tenant. Mortgagor agrees not to execute any lease or lease amendment after the date hereof to all or part of the premises without first obtaining Mortgagee's prior written approval of the form of said lease or amendment. Mortgagor will advise Mortgagee of the execution of any lease of all or part of the property and will assign such lease to Mortgagee in form and substance acceptable to Mortgagee as additional security for the indebtedness secured hereby.

9. Mortgagor shall furnish to Mortgagee in the form and at the time specified therein, all financial and business information required to be provided under the terms of the Loan Agreement. In addition, the Mortgagor shall furnish any and all financial information relating to the operation of the mortgaged premises which may from time to time be requested by the Mortgagee.

10. If any clauses or provisions herein contained shall operate or would prospectively operate to invalidate this Mortgage in whole or in

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