

relating to the structure, use or occupancy of the Mortgaged Property,

(d) substantial change in the occupancy of the Mortgaged Property,

(e) receipt of any notice from the holder of any lien or security interest in the Mortgaged Property, or

(f) commencement of any litigation affecting the Mortgaged Property.

7. All rents, profits and income from the Mortgaged Property are hereby assigned to the Mortgagee for the purpose of discharging the debt hereby secured. Permission is hereby given to Mortgagor so long as no default exists hereunder, to collect such rents, profits and income.

8. Mortgagor shall assign to the Mortgagees, 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 Mortgagees.

9. To operate such property at all times as an apartment house complex.

10. That the Mortgagor shall pay to said Mortgagees, their legal representatives and assigns, a reasonable attorney's fee, in addition to all other legal costs, as often as any proceeding is taken to foreclose this Mortgage for default in any of its terms, covenants or agreements, which shall be an additional lien on said premises.

11. This Mortgage secures the payment of three (3) Notes given of even date herewith in the amounts of \$150,000.00, \$500,000.00 and \$5,900,000.00, and a default of any of the Notes shall constitute a default of all of the Notes and this Mortgage.

12. Upon default hereunder, Mortgagees shall be entitled to the appointment of a receiver by any court having jurisdiction, to take possession, protect and operate the Mortgaged Property and collect the rents, profits and income therefrom.

13. Mortgagor will keep the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by