

amendments or supplements to such lease, covering any part of the above described property or any other property owned or controlled by the Mortgagor that is affected by the terms, provisions, covenants, conditions and agreements imposed upon or assumed by the Mortgagor in such lease, hereinafter, whether one or more, referred to individually or collectively as "Tenants' Leases", and that it will not do, or permit anything to be done, or omit and refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of said Tenants' leases or to abate the rental due thereunder. If the Mortgagor shall, in any manner, fail in this agreement, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under any of said Tenants' leases. Mortgagee shall have the right to enter upon the above described property and any other property owned or controlled by Mortgagor which is affected by any of the Tenants' leases to such extent and as often as Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by Mortgagor. Mortgagee may expend such sums of money as Mortgagee, in its sole discretion deems necessary for any such purpose, and Mortgagor hereby agrees to pay to Mortgagee immediately upon demand, all sums so expended by Mortgagee. All sums so expended by Mortgagee shall be added to and secured by the lien of this instrument.

17. That it will promptly and fully keep, perform and comply with all the terms, provisions, covenants and conditions imposed upon Mortgagor under any assignment of any lease or leases of the premises executed by Mortgagor, as assignor, and given to Mortgagee, as assignee, as additional security for the payment of the indebtedness secured hereby and any other agreement given by Mortgagor to Mortgagee as additional security for the payment of such indebtedness. In the event Mortgagor suffers or permits to occur any breach or default under the provisions of any such assignment of lease or leases of the premises or any other agreement given as additional security and such default shall continue for ten (10) days, such breach or default shall constitute a default under the Mortgage and at the option of Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall become due and payable as in the case of other defaults.

18. This Mortgage shall constitute a security agreement with respect to all equipment and fixtures and all other items and types of personal property (hereinafter called the Personal Property of the Mortgagor) now owned or hereafter acquired and located upon the herein described real estate and used in the operation and maintenance of the improvements thereon and the Mortgagor hereby grants to the Mortgagee a security interest in the Personal Property including, without limitation, all boilers, all heating, air conditioning and ventilating components and systems, all lighting, electrical power, plumbing, sprinkler and water components and systems, all carpets, wall coverings, screens and drapes and all mechanical and hydraulic components and systems located on and used in connection with the operation or maintenance or the aforementioned improvements.

19. With respect to those items of the Personal Property which are or are to become fixtures related to the herein described real estate, this Mortgage shall constitute a financing statement files as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

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