

ments and similar liens and other charges against the Premises for which the funds are deposited with Mortgagee by Mortgagor. If the funds to be deposited with Mortgagee hereunder shall be insufficient to enable Mortgagee to pay annual insurance premiums, current taxes, assessments and other similar liens in full within thirty (30) days before the due date thereof, the Mortgagor shall immediately, upon demand therefor by Mortgagee, deposit with Mortgagee such additional sums as may be reasonably required by Mortgagee to enable it to make such payments on or before the due date thereof. In the event the funds deposited with mortgagee shall exceed the amount required for the payment of annual insurance premiums, current taxes, assessments and liens paid by Mortgagee, such excess shall be credited by Mortgagee to the subsequent deposit required to be made by Mortgagor hereunder to pay such items, to the extent Mortgagor has deposited funds therefor with Mortgagee. Nothing herein contained shall in any manner limit the obligation of Mortgagor to pay annual insurance premiums, current taxes and assessments and other liens or charges against the Premises. If Mortgagor fails to make any such payments of annual insurance premiums, current taxes and assessments and other liens and charges against the Premises, Mortgagee is hereby authorized at its option to make such payments with right of subrogation thereunder and any such payment so advanced and any other sums of money which Mortgagee shall pay or expend pursuant to the provisions of this mortgage shall be forthwith paid by Mortgagor, with interest. All such payments and interest shall become a part of the Debt secured by this mortgage.

4. Neither the Mortgagor nor any one holding from or under the Mortgagor shall commit or allow to be committed any waste on said Premises nor remove nor allow to be removed therefrom any property hereinbefore deemed to be fixtures and accessions to the freehold; and the Mortgagor shall maintain and keep the buildings thereon and the parking areas and all property hereinbefore deemed to be fixtures and accessions to the freehold in good repair. Mortgagor shall obtain Mortgagee's written consent before the commencement of construction of any new building or buildings or additions to existing buildings on the Premises and Mortgagor will occupy, operate and use all of the Premises as one parcel or project, shall use the Premises for no unlawful purpose and shall promptly comply with all laws, ordinances, regulations and requirements of any governmental body affecting the said Premises. Without limiting the term "waste" as used herein, the failure of the Mortgagor to pay taxes assessed against the Premises, or any installment thereof, or any insurance premiums upon policies covering any property located upon the Premises, shall constitute waste and shall entitle Mortgagee to exercise the remedies afforded by Michigan Compiled Laws Annotated 600.2927, as amended from time to time, and Mortgagor does hereby agree and consent to the appointment of a receiver under said statute should the Mortgagee elect to resort to such a remedy hereunder.

In the event of waste, the Mortgagee shall have the further right to apply to a court of appropriate jurisdiction for the appointment of a receiver for the Premises and the Mortgagor hereby acquiesces