

1.04. CARE OF PREMISES.

(a) Borrower will keep the improvements now or hereafter erected on the Premises in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.

(b) Borrower will not remove or demolish nor alter the design or structural character of any building, fixture, chattel or other part of Premises without the written consent of Lender.

(c) Lender or its representatives shall have access to and is hereby authorized to enter upon and inspect the Premises at all reasonable times.

(d) Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

(e) If all or any part of the Premises shall be damaged by fire or other casualty, Borrower will give immediate written notice of same to Lender and will promptly restore the Premises to the equivalent of its original condition and if a part of such Premises shall be damaged through condemnation, Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to Lender; provided, however, Borrower shall not be obligated to so restore, repair or alter the remaining portion of the Premises unless in each instance Lender agrees to make available to Borrower (pursuant to a procedure satisfactory to Lender) any net insurance or condemnation proceeds actually received by Lender hereunder in connection with such casualty loss or condemnation, to the extent such proceeds are required to defray the expense of such restoration, alteration or repair; provided, further, that the insufficiency of any such insurance or condemnation proceeds to defray the entire cost thereof shall in no way relieve Borrower of its obligation to so restore, alter or repair. In the event all or any portion of the Premises shall be damaged or destroyed by any casualty or by condemnation, Borrower shall promptly deposit with Lender a sum equal to the amount by which the estimated cost of the restoration of the Premises (as determined by Lender in its good faith judgment) exceeds the actual net insurance or condemnation proceeds received by Lender.

1.05. FURTHER ASSURANCES. At any time, and from time to time, upon request by Lender, Borrower will make, execute and deliver or cause to be made, executed and delivered to the Lender, any and all other further mortgages, security agreements, or financing or continuation statements as may, in the opinion of the Lender, be necessary or desirable in order to complete, perfect or to continue and preserve the lien and security interest granted under this Mortgage. Upon any failure by the Borrower so to do, the Lender may make, execute or record any and all such instruments