

now or hereafter located upon or within the Premises, a lease, tenant agreement, or rental contract covering such apartment unit. Without first obtaining the prior written consent of Mortgagee, Mortgagor shall not reduce the rent payable under any lease, tenant agreement, or rental contract now or hereafter obtained for any apartment unit upon or within the Premises below the amount which is the current rent for such apartment unit; nor cancel any such lease, tenant contract or rental agreement other than for a default by the tenant thereunder under the terms thereof, nor terminate or accept a surrender thereof or reduce the payment of the rent thereunder or modify any of said instruments, nor accept, nor permit to be made, any prepayment of any installment of rent thereunder (except the usual prepayment of rent which results from the acceptance by a landlord on the first day of each month of the rent for the ensuing month). Mortgagor will faithfully keep and perform all obligations to be kept and performed by Mortgagor under each of such instruments, and under each other instrument Mortgagor's interest in which is assigned to Mortgagee pursuant to the terms hereof.

13. Mortgagor will at all times operate the Premises as an apartment project.

14. After maturity of the Note, whether by acceleration or otherwise, the principal balance of the Note then outstanding shall bear interest at a rate equal to 18% per annum, and in case the Note or the debt secured hereby is collected by suit or through an attorney, Mortgagor agrees to pay all costs of collection and reasonable attorneys' fees, but not less than 15% of the amount of principal and accrued but unpaid interest.

15. The occurrence of any one of the following events shall constitute an event of default hereunder:

(a) Mortgagor fails to pay any installment of principal or interest, or any part thereof, payable under the Note, when and as the same shall become due and payable;

(b) Mortgagor fails to pay any other sums covenanted to be paid by Mortgagor under the Note or this mortgage, as the same shall become due and payable;

(c) Mortgagor fails to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions contained in this mortgage, the Note (other than the making of payments due hereunder or thereunder), or in any other instrument now or hereafter evidencing, security or in any manner relating to the debt secured hereby, or any warranty or representation made in this mortgage, the Note or such other instrument proves untrue or misleading, and fails to cure any such default within 30 days after receipt of written notice thereof from Mortgagor;

(d) Mortgagor fails to observe and abide by, in every particular the covenants, agreements, obligations and conditions contained in the Prior Mortgages, other than the making of payments due thereunder, or in any other instrument now or hereafter evidencing or securing the indebtedness secured by the Prior Mortgages, or causes or suffers to exist any default thereunder, and fails to cure any such default under the conditions and within the time period provided in the Prior Mortgages for curing such default;

(e) Any of the Prior Mortgages or any other instrument now or hereafter evidencing, securing or otherwise relating to the indebtedness secured by the Prior Mortgages, or any term or provision thereof, is changed, altered or modified, by written