

5. Mortgage Taxes. In the event of the passage after the date of this Mortgage of any law deducting any lien thereon from the value of the land for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust or secured debts, by mortgage or deed of trust for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the Lender shall be entitled, at its option, to declare the entire indebtedness secured hereby immediately due and payable.

6. Condemnation. If all or a substantial part of the premises so as to make the premises unusable for the purposes intended shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority or any entity having conferred upon it the power of condemnation and any transfer by private sale in lieu thereof) either temporarily or permanently, the Lender shall be entitled to all compensation and awards and the Lender shall be entitled to other payments or relief thereof, up to the balance owed by the indebtedness secured hereby, and is authorized, at its option, to commence, appear in and prosecute, in its own or in Borrower's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Borrower to the Lender who, after deducting therefrom all its expenses including attorneys' fees, may release any monies received by it without affecting the lien of this Mortgage and may apply the same in such manner as the Lender shall determine to the reduction of the sum secured hereby and to any prepayment fee herein provided, and any balance of such monies then remaining shall be paid to the Borrower. The Borrower agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as the Lender may require.

7. Assignment of Rents. As additional security for the payment of the Note, Borrower does hereby sell, transfer and assign unto Lender all rents, issues and profits of all and every part of the Property; provided, however, that so long as Borrower complies with all of the terms and conditions of the Note and this Mortgage, Borrower may collect and retain all such rents, issues and profits, but if Borrower defaults under the Note or under any of the covenants, conditions and stipulations of this Mortgage, Lender shall have the right, at its option, to take possession of the Property and to collect the rents, issues and profits therefrom and to apply such rents, issues and profits to the payment of the indebtedness secured hereby after deducting therefrom all costs of collection and administration or Lender shall, at its option, have a receiver appointed by any court of competent jurisdiction to collect such rents, issues and profits, and after paying the expense of such receivership, the receiver shall apply the balance thereof to the payment of the indebtedness secured hereby.

8. Compliance with Laws. Borrower agrees to comply with all laws, ordinances, rules and regulations pertaining to the Property, now or hereafter enacted by any federal, state or local governmental agency.

9. Leases. Borrower agrees to perform all covenants required to be performed by Borrower as landlord under any and all leases now or hereafter entered into for all or any part the Property and Borrower shall not, without the prior written consent of Lender, cancel, surrender or modify any such lease.

10. Waste. Borrower shall maintain the improvements on the Property in good repair and condition, reasonable wear and