

2. Covenants and Agreements of Mortgagor. And Mortgagor further, to protect the security so long as this Mortgage is in effect, agrees with Mortgagee, as follows:

(a) Sale; Liens. Mortgagor agrees that it will not sell, assign, transfer or convey or permit to be transferred or conveyed the Collateral or any part thereof, and not create, suffer or permit to be created or exist any lien, claim, security interest, encumbrance or any other right or claim of any person attaching to the Collateral or any part thereof, except, in each case, as permitted by the Loan Agreement. In the event of any such permitted sale, assignment, transfer or conveyance of any portion of the Collateral, this Mortgage will continue in full force and effect with respect to all remaining Collateral.

(b) Eminent Domain. Subject to Section 2.07 of the Collateral Agreement, Mortgagor hereby empowers Mortgagee to collect and receive all compensation which may be paid for any property taken by condemnation or eminent domain or for damages to any property not taken (all of which are hereby assigned to Mortgagee); to deposit all condemnation money so received by Mortgagee into the Collateral Account established pursuant to the Collateral Agreement (herein called the "Collateral Account") to be held and applied as provided therein; and, after Acceleration, at Mortgagee's discretion, to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Collateral or any portion thereof.

(c) Mortgagee's Performance. Mortgagor agrees that if it shall fail to pay or perform any of its obligations herein contained (including payment of expenses of foreclosure and court costs) or under Sections 5.10 and 5.11 of the Collateral Agreement with respect to any Collateral, Mortgagee may, but need not, make any such payment or perform (or cause to be performed) any such obligation of Mortgagor hereunder or thereunder, in any form and manner deemed reasonably expedient by Mortgagee as agent or attorney-in-fact of Mortgagor, and any amount so paid or expended shall be added to the Secured Obligations and shall be repaid to Mortgagee upon demand. By way of illustration and not in limitation of the foregoing, Mortgagee may, but need not, make payments of principal or interest or otherwise on any obligations secured by a Permitted Exception or other lien or charge; purchase, discharge, compromise or settle any tax lien or encumbrance; pay any premium owing on any insurance policy covering the Collateral; or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. In making any payment or securing any performance relating to any such

10905

4328 RV-21