

to the principals, employees and agents of Leo Eisenberg & Company, so long as the original borrowing partners own 51% of the Mortgagor partnership and the 51% represents control of the said Mortgagor partnership. Provided that neither the transfer of the deceased partner's interest to his legal representative, heirs and legatees pursuant to his death, nor a sale of a deceased partner's interest to a surviving partner shall alone constitute a default hereunder; (b) If any person should obtain any interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by the Mortgagor; (c) Mortgagor shall not, without the prior written consent of Mortgagee, further assign the rents from the Mortgaged Property, nor enter into any agreement or do any act to amend, modify, extend, terminate or cancel, accept the surrender, subordinate, accelerate the payment of rent, or change the terms of any renewal option of any lease now or hereafter covering such property or any part thereof.

1.09 Further Assurance. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be re-recorded or refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, financing statements, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so. It is expressly intended that this power of attorney is coupled with an interest.

1.10 After Acquired Property. The lien of this First Mortgage and Security Agreement will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Mortgaged Property or any part thereof.

1.11 Leases Affecting Mortgaged Property. Mortgagor shall comply with and observe its obligations as Landlord under all leases affecting the Mortgaged Property or any part thereof. Mortgagor, if required by Mortgagee, shall furnish promptly to Mortgagee executed copies of all such leases now existing or hereafter created, all of which shall be in forms and substance subject to the approval of Mortgagee, such approval shall not be unreasonably withheld. Mortgagor shall not, without the express written consent of Mortgagee, modify, amend, surrender, terminate or extend any such lease now existing or hereafter created. Mortgagor shall not accept payment of rent more than one (1) month in advance without the prior written consent of Mortgagee. Mortgagor agrees to promptly notify the Mortgagee in the event of a default on the part of any lessee holding under any lease affecting the Mortgaged Property, or any part thereof.

1.12 Expenses. Mortgagor shall pay or reimburse Mortgagee for all costs, charges, and expenses, including reasonable attorney's fees and disbursements, and costs incurred or paid by Mortgagee in any action which is threatened, pending or completed or proceeding or dispute in which Mortgagee is or might be made a party or appears as a party plaintiff or party defendant and which affects or might affect the Note, this Mortgage or any other instrument securing the Note, or the Mortgaged Property or any part thereof, or the interests of Mortgagor or Mortgagee therein, including but not limited to the foreclosure of this Mortgage, condemnation involving all or part of the Mortgaged Property or any action to protect the security hereof. All costs, charges, and expenses except where Mortgagor and Mortgagee are adverse parties unless awarded by the Court so incurred or paid by Mortgagee shall become due and payable immediately, whether or not