

nature whatsoever other than the lien of such Loan Documents. Further, at the expense of Mortgagor, Mortgagor hereby authorizes Mortgagee, at the option of Mortgagee, to commence, appear in, participate in or prosecute, in Mortgagor's name or the name or names specified by Mortgagee, using attorneys satisfactory to Mortgagee in all respects, any or all actions or proceedings referred to in this paragraph, and to settle or compromise any or all claims in connection therewith. Notwithstanding any other provisions of any of the Loan Documents, and regardless of whether or not any of the options set forth earlier in this paragraph 3 or set forth in paragraph 2 hereof is exercised by Mortgagee, in the event of any loss or damage of any nature to any part or all of the Property, including but not limited to, any loss or damage referred to either in this paragraph 3 or in paragraph 2 hereof, Mortgagor hereby covenants as part of the inducement to and as part of the consideration for Mortgagee making the loan secured hereby, to promptly restore and rebuild the damaged improvements free and clear of all liens of every nature and in accordance with plans and specifications approved by Mortgagee in advance and in writing, so that after such restoration and rebuilding the improvements situated on the land conveyed or encumbered herein will as nearly as possible be in at least as good a condition (the term "condition" includes, but is not limited to, the quantity, quality, utility and value of said Property) as that existing immediately prior to such loss or damage.

4. Mortgagor will not make, suffer or permit any use of said Property which will create or cause to exist a fire or other hazard, nor will Mortgagor in any way increase the risk caused by an existing or future hazard.

5. Mortgagor will keep all of said Property constantly in good order and repair, will comply with all governmental laws, ordinances, rules, regulations and orders now or hereafter affecting said Property or any part thereof, will comply with all covenants, conditions and restrictions affecting said Property and will not permit, suffer or commit any waste, impairment or deterioration of said Property, or any part thereof.

6. Mortgagor will allow any authorized representative of Mortgagee access to said Property (i) at any time without limitation during an emergency as determined solely by Mortgagee, and (ii) otherwise during normal business hours and without advance notice, such right of access being granted herein for the purpose of allowing Mortgagee or its designee(s) to ascertain whether the terms, covenants and conditions of this Mortgage and all other Loan Documents are being fulfilled.

7. Mortgagor will not allow any lien or claim of title prior to the lien or title created by or conveyed in this Mortgage or prior to the lien or title created by or conveyed in any of the other Loan Documents to attach to said Property or any other realty or personalty conveyed in or encumbered by any of the Loan Documents and will take such actions as Mortgagee shall deem necessary or desirable in Mortgagee's exclusive opinion to protect Mortgagee's rights, titles or interests herein and in all other Loan Documents. Mortgagor will not default in any agreement or obligation of any nature whatsoever affecting said Property or any part thereof or the occupants thereof or affecting any or all of the Loan Documents or the rights, titles or interests of Mortgagee in such Loan Documents.

8. Mortgagor will execute, and cause to be executed, such further assurances of title to said Property or all or any of the Loan Documents, and will take, and cause to be taken, such actions, including the institution and conduct of legal proceedings, as may at any time appear to the Mortgagee to be desirable to protect Mortgagee's rights, titles or interests in the Property or the Loan Documents or to perfect the title thereto in Mortgagee. Mortgagor will defend, and cause to be defended, Mortgagee in a manner satisfactory to Mortgagee in all respects in any legal proceedings filed against Mortgagee or filed against the Property or which affect or might affect the rights, titles or interests of Mortgagee in any of the Loan Documents or any part or all of the Property or of any other security therefor. The selection of an attorney to represent Mortgagee will be the exclusive choice of Mortgagee, and Mortgagor agrees to pay all expenses incurred in such defense by Mortgagee. Upon a failure or breach of performance of any of the terms, covenants or conditions set forth herein or in any of said Loan Documents, in any particular, Mortgagee at the expense of Mortgagor may, without notice to the Mortgagor, do any one or more of the following: pay all taxes, assessments, and public charges levied upon or affecting said Property, or take such actions as may be necessary in the sole opinion of Mortgagee to secure or redeem the said Property from forfeiture or sale, or effect or renew any insurance required herein or pursuant hereto, or make any repairs that may be necessary or desirable in the sole opinion of Mortgagee to keep all of the Property in good order and repair, or take, or cause to be taken, such actions, including legal proceedings, as may be desirable in