

license obligations, or other impositions, liens or encumbrances, against the mortgaged premises.

6. Mortgagor will comply with all governmental and municipal laws, regulations and permits affecting the mortgage premises;

7. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the mortgaged premises, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned to Mortgagee. Condemnation proceeds shall be applied to restoration or repair of the remaining property, provided that such restoration or repair is economically feasible and needed and that the security of this Mortgage is not thereby impaired. If restoration or repair is not economically feasible or needed or the security of the Mortgage would be impaired by restoration or repair, the condemnation proceeds shall be applied to the indebtedness secured by this Mortgage, with the excess, if any, paid to Mortgagor.

8. If any action or proceeding is commenced which materially affects Mortgagee's interest in the mortgaged premises, including, but not limited to, eminent domain, insolvency, bankruptcy, code enforcement, or foreclosure of other mortgages or liens applicable to the mortgaged premises, then Mortgagee, at Mortgagee's option, may make such appearances, disburse such sums and take such action as it deems necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorney's fees, which sums shall constitute future advances in accordance with Paragraph 2 herein.

9. Mortgagee may enter upon and inspect the mortgaged premises at any reasonable time during the life of this Mortgage.

10. Except as is allowed by the provisions of Article V, Sections 5 and 6 of the Agreement for Sale of Stock between JHM Downtown, Inc. and Mortgagee, dated March 21, 1983, Mortgagor shall not sell, convey, transfer, or lease any interest in or any part of the mortgaged premises without the prior written consent of Mortgagee. In the event of any such sale, conveyance, transfer or lease by Mortgagor without the consent of Mortgagee, Mortgagee shall have the right to immediately declare the indebtedness secured by this Mortgage to be immediately due and payable, with the right to exercise all remedies provided hereunder in the event of default.

11. If there is a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, or of the Agreement for Sale of Stock between JHM Downtown, Inc. and this Mortgagee, dated March 21, 1983, or of any security agreement