

1.09 Care of the Property

(a) The Mortgagor will preserve and maintain the Premises in good condition and repair, and will not commit or suffer any waste thereof. The Mortgagor will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.

(b) If the Premises or any part thereof is damaged by fire or any other cause, the Mortgagor will give immediate written notice of the same to the Mortgagee.

(c) The Mortgagee is hereby authorized to enter upon and inspect the Premises during normal business hours during the life of this Mortgage.

(d) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

1.10 Further Assurances; After Acquired Property

At any time, and from time to time, upon the request of the Mortgagee, the Mortgagor will make, execute and deliver or cause to be made, executed and delivered, to the Mortgagee and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter, to be re-recorded and/or re-filed at such time and in such offices and places as shall be deemed to be desirable by the Mortgagee any and all other and further mortgage, instruments of further assurance, certificates, and other documents as may be, in the opinion of the Mortgagee, necessary or desirable in order to effectuate, complete, or perfect or to continue and to preserve (a) the obligation of the Mortgagor under the Notes and this Mortgage, and (b) the lien of this Mortgage as a secondary lien upon all of the Premises, now owned or hereafter acquired by the Mortgagor. Upon any failure by the Mortgagor so to do, the Mortgagee may make, execute, record, file, re-record and/or re-file any and all such mortgages and instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee, the agent and attorney-in-fact of the Mortgagor so to do. The lien hereof will automatically attach, without further act, to all after acquired property, attached to and/or used in the operation of the Premises or any part thereof.

1.11 Leases Affecting the Premises

The Mortgagor will comply with and observe its obligations as Landlord under all leases affecting the Premises or any part thereof.

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