

enforce the performance and observance of each and every term, covenant, provision and condition of each and every Lease to be performed or observed on the part of the tenant thereunder. The Mortgagor shall give prompt notice to the Mortgagee of (i) any notice received by the Mortgagor of any default by the landlord under any Lease, (ii) the commencement of any action or proceeding by any tenant the purpose of which shall be the cancellation of any Lease or a diminution or abatement of the rent payable thereunder, or (iii) the interposition by any tenant of any defense or counterclaim in any action or proceeding brought by the Mortgagor against such tenant; and the Mortgagor will cause a copy of any process, pleading or notice received or served by the Mortgagor in reference to any such action, defense or claim to be promptly delivered to the Mortgagee. The Mortgagor shall hold in trust all security deposits and advance rent given on account of any Lease, and deposit such security in a bank or trust company and shall not mingle such funds with other funds. The Mortgagor shall repay or apply such funds only in accordance with the provisions of the applicable Leases.

10. No Claims Against Mortgagee, etc. Nothing contained in this Mortgage shall constitute any consent or request by the Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof, or be construed to permit the making of any claim

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