

and agrees that the Mortgagee shall have, the absolute and immediate right to enter in and upon the Property or any part thereof to such extent and as often as the Mortgagee, in its sole discretion, deems necessary or desirable for such purpose. The Mortgagee may pay and expend such sums of money as the Mortgagee, in its sole discretion, deems necessary for any such purpose, and the Mortgagor hereby agrees to pay to the Mortgagee, on demand, all such sums so paid or expended by the Mortgagee, together with interest thereon from the date of each such payment or expenditure at the rate (the "Default Rate") which is the lesser of (i) three and one-half percent (3.5%) per annum in excess of the prime rate announced by the Mortgagee from time to time at its principal office in New York, New York (the "Prime Rate") which interest rate shall change as of the first day of each month based on the Prime Rate in effect on the last day of the prior month and (ii) the maximum interest rate permitted by applicable law. Any interest paid under this paragraph 13 in excess of the maximum interest rate permitted by law shall be deemed payment in reduction of the principal amount of the Obligations. All sums so paid or expended by the Mortgagee, and the interest thereon, shall be added to and shall be secured by the lien of this Mortgage.

14. Certificate of Mortgagor. The Mortgagor, upon request of the Mortgagee, shall certify to the Mortgagee or to any proposed assignee of this Mortgage, by an instrument in