

carry shall be invalidated as to Mortgagee as a result of the actions or omissions of Mortgagor or of any lessee or other occupant of the property; all such policies shall be in amounts sufficient to prevent any insured from becoming a co-insurer thereunder; all such policies shall provide for at least thirty (30) days' prior written notice to Mortgagee of cancellation or termination thereof for any reason; and the insurer under each such policy shall agree (i) to give Mortgagee at least thirty (30) days' prior written notice of the amount of the next year's premium prior to the end of each policy year, and (ii) to continue the policy in force, for the same premium as would have been payable by Mortgagor, for at least the remainder of the current policy year, in the event of a default by Mortgagor thereunder and a cure thereof by Mortgagee. Such insurance may be carried under blanket policies covering more than one (1) property, but the coverages for the Premises thereunder must be at least equal to the coverages under individual policies required hereby. If Mortgagee, by reason of such insurance, receives any money for loss or damage, such amount, at the option of Mortgagee, may be retained and applied by Mortgagee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Mortgagor for the purpose of restoring and repairing the Premises, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor.

(b) Unless such premiums are paid in installments to Mortgagee as hereinafter provided in Article 19, not less than ten (10) days prior to the expiration date of each policy of insurance required of Mortgagor pursuant to this Article, and of each policy of insurance held as additional collateral to secure the Secured Indebtedness, Mortgagor shall deliver to Mortgagee a renewal policy or policies.

(c) In the event of a foreclosure of this mortgage, the purchaser of the Premises shall succeed to all the rights of Mortgagor (including any right to unearned premiums) in and to all policies of insurance assigned to Mortgagee, with respect to all property conveyed and to be conveyed by this mortgage, pursuant to the provisions of this Article.

ARTICLE 4. Mortgagor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises nor abandon same, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. If Mortgagee makes all awards or payments which it is entitled to receive under Article 8 herein available to Mortgagor for such purpose, Mortgagor shall promptly repair, restore, replace or rebuild any part of the Premises which may be affected by any proceeding of the character referred to in Article 8 herein, to the extent reasonably possible, and will itself pay any costs thereof which exceed said payments or awards. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter conveyed as security by or pursuant to this mortgage, shall be removed, demolished or materially altered without the prior written consent of Mortgagee; provided, however, that Mortgagor may replace obsolete, worn out or inadequate equipment and other property with other equipment and property of the same general type and/or function of at least equal value without Mortgagee's

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