

(4) The mortgagor will promptly notify the mortgagee in writing of any default by the mortgagor in the performance or observance of any of the terms, covenants or conditions on the part of the mortgagor to be performed under any Prior Mortgage.

(5) The mortgagor will (a) promptly notify the mortgagee in writing of the receipt by the mortgagor of any notice (other than notices customarily sent on a regular periodic basis) from the mortgagee under any Prior Mortgage and of any notice noting or claiming any default by the mortgagor in the performance or observance of any of the terms, covenants or conditions on the part of the mortgagor to be performed or observed under any Prior Mortgage, and (b) promptly cause a copy of each such notice received by the mortgagor from the mortgagee under any Prior Mortgage to be delivered to the mortgagee.

(6) The mortgagor will not, without the prior written consent of the mortgagee, enter into any agreement or accept the benefit of any arrangement whereby the holder of any Prior Mortgage waives, postpones, extends, reduces or modifies the payment of any installment of principal or interest or any other item or amount now required to be paid under the terms of any Prior Mortgage or modifies any provisions thereof.

(7) The mortgagor will, within ten (10) days after written demand from the mortgagee, use its best efforts to obtain from the mortgagee of each of any Prior Mortgage and deliver to the mortgagee a certificate stating that such Prior Mortgage is in full force and effect, is unmodified, that no notice of default thereunder has been served on the mortgagor thereunder and stating whether or not there are any defaults thereunder, and specifying the nature of such default, if any.

(8) The mortgagor will furnish to the mortgagee, upon demand, proof of payment of all items which are required to be paid by the mortgagor pursuant to any Prior Mortgage and proof of payment of which is required to be given to the mortgagee under any such Prior Mortgage.

(9) The mortgagor shall execute and deliver, on request of the mortgagee, such instruments as the mortgagee may deem useful or required to permit the mortgagee to cure any default under any Prior Mortgage or permit the mortgagee to take such other action as the mortgagee considers desirable to cure or remedy the matter in default and preserve the interest of the mortgagee in the mortgaged property.

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