

however, that if such intervention shall not be permissible or permitted by the Court, the Mortgagor shall, at its expense, consult with the Mortgagee, its attorney and experts and make all reasonable efforts to cooperate with them in any defense of such proceedings. The Mortgagor shall not enter into any agreement for the taking of the Premises or any part thereof with any person or persons authorized to acquire the same by condemnation or eminent domain, unless the Mortgagee shall have consented thereto in writing. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the regular monthly installments provided for in the Note until any such award or payment shall have been actually received by the Mortgagee and any reduction in the principal sum resulting from the application by the Mortgagee of such award or payment shall be deemed to take effect only on the date of such receipt. If prior to the receipt by the Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, the Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with interest at the Default Rate thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and to the extent of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment. Mortgagor shall promptly notify Mortgagee of all notices of condemnation proceedings, actual and potential, received by Mortgagor.

11. If Mortgagor fails to immediately pay or satisfy any claim, lien or encumbrance on the Premises, or fails to pay any tax, assessment or insurance premium when due, or to keep the Premises in repair, or shall commit or permit waste, or if there be commenced any action or proceedings affecting the Premises or the title thereto, or if Mortgagor defaults in the performance of any of its covenants or agreements hereunder, then Mortgagee, at its option, may pay or satisfy said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action therein as Mortgagee deems advisable, and may perform such covenants and obligations, and, for any of said purposes, Mortgagee may advance such sums of money as it deems necessary. Such sums advanced, with interest at the Default Rate shall immediately be due from Mortgagor to Mortgagee and be secured by this Mortgage. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof.

12. The Mortgagor will pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on the Premises or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom.

13. It is hereby expressly agreed that the Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness hereby secured.

14. Mortgagor shall, within thirty (30) days following notice from the proper authorities, comply with any legal requirements of the state, county or municipality in which the Premises are located and respecting the Premises, provided, however, that if such compliance is not required by the said governmental agencies within the thirty (30) day period, Mortgagor shall have the time permitted by the governmental agency provided, further, however, that if such notice deals with violations of the fire and/or safety codes such compliance shall be immediately pursued and diligently prosecuted until completion.

15. The following shall constitute events of default under this Mortgage:

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