

regulation or requirement shall necessitate structural changes or improvements, or the removal of any encroachments or projections, ornamental, structural or otherwise, onto or over property contiguous or adjacent thereto. Mortgagor will comply with all orders and notices of violation thereof issued by any governmental authority. Mortgagor will pay all license fees and similar municipal charges for the use of the Mortgaged Premises and the other areas now or hereafter comprising part thereof or used in connection therewith and will not, unless so required by any governmental agency having jurisdiction, discontinue use of the Mortgaged Premises without prior written consent of Mortgagee.

8. Right to Remedy Defaults. In the event of Mortgagor's failure to pay the taxes, water and sewer rents, charges, claims, assessments, liens or encumbrances described in Section 4 hereof, or to furnish and pay for the insurance required in Section 5 hereof, or to keep the Mortgaged Premises in good condition and repair as provided in Section 7 hereof, Mortgagee may, at its option, pay any or all such items, together with penalties and interest thereon and procure and pay for such insurance and repairs, and Mortgagee may at any time and from time to time advance such additional sum or sums as Mortgagee in its sole discretion may deem necessary to protect the security of this Mortgage. All such sums to be paid or advanced by Mortgagee shall immediately and without demand be repaid by Mortgagor, together with interest thereon at a rate which shall be three hundred (300) basis points (3%) higher than the then effective rate provided in the Note and shall be added to the principal indebtedness secured by this Mortgage.

9. Leases; Management.

(a) Mortgagor hereby represents that there are no leases or subleases or agreements to lease or sublease all or any part of the Mortgaged Premises now in effect, except those