

Agreements, Mortgagor will pay for the same, together with any interest or penalties imposed in connection therewith.

(iii) Mortgagor shall keep the Mortgaged Property free and clear of all Encumbrances (including, but not limited to, mechanics' liens and other similar liens or claims for liens) of any and every kind and nature except those described in Paragraph 3.2(i) above, shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become or be secured by such an Encumbrance and, immediately upon request by Mortgagee, shall deliver to Mortgagee evidence satisfactory to Mortgagee of the payment and discharge thereof. To prevent an Event of Default hereunder, Mortgagor may indemnify Mortgagee, by a means determined solely by and acceptable to Mortgagee, against loss by reason of such an Encumbrance which Mortgagor may desire to contest. In the event Mortgagee requires a deposit to protect its interests and security hereunder, such deposit shall not be in an amount equal to the greater of: (i) one hundred fifty percent (150%) of the amount of the encumbrance or (ii) the amount required by applicable statute, if any. For so long as Mortgagor is in full compliance with the requirements of this paragraph, Mortgagee agrees not to pay or discharge said Encumbrance. If, in accordance with the terms of this Mortgage, Mortgagee makes payment of any such Encumbrance, Mortgagee shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be released of record.

(iv) Except as permitted in this Mortgage, without the prior written consent of Mortgagee (which consent shall not be unreasonably withheld) and the payment of all sums due upon any such sale or transfer as provided in the Note, Mortgagor shall not, at any time or times hereafter, (1) sell (including any sale or other transfer pursuant to installment contract for sale or sale under articles of agreement), grant an option to purchase, enter into a lease for substantially all of the Mortgaged Property, exchange, assign, convey, further encumber, hypothecate or otherwise transfer the Mortgaged Property and/or any part or interest in, the Mortgaged Property; or (2) sell, convey, assign or create a security interest in or otherwise transfer, pledge or hypothecate any of the capital stock in any corporation which owns the Mortgaged Property, or shall said corporation issue new capital stock (except to the current shareholders thereof), in an amount in excess of the amount of capital stock issued as of the date of the Subsequent Sale, should such subsequent owner be a corporation whose capital stock is registered under the Securities Exchange Act of 1934; or (3) sell, convey or assign or create a security interest in or otherwise transfer, pledge or hypothecate capital stock in any corporation which owns the Mortgaged Property or issue new capital stock as of the date of the Subsequent Sale, (except to the current shareholders thereof) should such subsequent owner be a corporation whose capital stock is not registered under the Securities Exchange Act of 1934; or (4) sell, convey, assign or create a security interest in or otherwise transfer, pledge or hypothecate any partnership interest in any partnership which may hereafter own the Mortgaged Property. Mortgagee, in its sole discretion, may deliver or withhold such consent based upon Mortgagee's determination, to its sole satisfaction, of the creditworthiness, experience in real estate operations and ability of the proposed assignee, transferee or purchaser to satisfy, perform and discharge Mortgagor's Liabilities and Mortgagor's Obligations in a proper and timely fashion and manner.

(v) All present and future items of fixtures, equipment, furnishings or other tangible personal property (whether or not constituting a part of the Mortgaged Property) related or necessary to or used or useable in connection with any present or