

10. Mortgagor shall pay, discharge or transfer to bond, from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien (whether paramount or subordinate to this Mortgage) on the Property, or any part thereof, or on any income therefrom.

11. In the event of the enactment after the date of this Mortgage of any law of federal, state or municipal government deducting from the value of the land for the purpose of taxing any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges of liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagor's interest in the Property, or the manner of collection of taxes, so as to affect this Mortgage or the indebtedness due of Mortgagor, then in such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that (i) Mortgagor may elect not to pay such taxes or assessments, in which event Mortgagor may prepay the loan in full without payment of any prepayment consideration specified in the Note secured hereby; and (ii) if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

~~12. Mortgagor hereby assigns to Mortgagee all existing and future leases, rents, issues, profits, revenues, royalties, security and other deposits, rights and benefits of the Property (hereinafter collectively called the "Rents") for the payment of the indebtedness. Mortgagor grants to Mortgagee the right to (i) enter upon the Property for the purpose of collecting the Rents, (ii) let the Property, or any part thereof, and (iii) apply the Rents, after payment of the expenses of collection, if any, to any or all of the taxes, assessments and all other charges against the Property, insurance premiums pertaining to the Property or operation thereof, reduction of principal or payment of interest due under the Note, payment of all other advances made, pursuant to this Mortgage and the Note made by Mortgagee on behalf of or to Mortgagor, and payment of any expenses incurred in operating, maintaining or rebuilding the Property or expenses incurred for its betterment. Mortgagor shall be entitled to collect and receive the Rents until the occurrence of an Event of Default, as hereinafter defined, and, if applicable, until the expiration of the notice period provided for herein.~~

13. Mortgagor shall not have the right or power, without the consent of Mortgagee, to alter, modify, extend, renew or amend any terms or to terminate or accept surrender of any leases of the Property, or any part thereof, now or hereafter existing, other than in the ordinary course of business, or to accept prepayments of installments of rent to become due thereunder for a period of more than one (1) month in advance, or to further assign the Rents. In respect of any such lease, Mortgagor shall fulfill or perform each and every term, covenant and provision thereof to be fulfilled or performed by the lessor thereunder.

14. Notwithstanding the foregoing, Mortgagor agrees to pay to Mortgagee, if the Mortgagee shall request same, in addition to any other payments required hereunder, monthly advance installments as estimated by Mortgagee for taxes,