

and (D) hereof whether or not Lender takes possession of such property. The Borrower hereby further grants to Lender the right (i) to enter upon and take possession of the Property for the purpose of collecting the said rents, income and other benefits, (ii) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to Lender, (iii) to let the Property or any part thereof, and (iv) to apply said rents, income and other benefits, after payment of all necessary charges and expenses, on account of the Obligations secured hereby. Such assignment and grant shall continue in effect until the Obligations secured hereby are paid, the execution of this Mortgage constituting and evidencing the irrevocable consent of the Borrower to the entry upon and taking possession of the Property by Lender pursuant to such grant, whether or not foreclosure has been instituted. Neither the exercise of any rights under this paragraph by Lender nor the application of any such rents, income or other benefits to the Obligations secured hereby, shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

1.10 After-Acquired Property. To the extent permitted by and subject to applicable law, the lien of this Mortgage will automatically attach, without further act, to all after-acquired property located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Property or any part thereof.

1.11 Leases Affecting Property. The Borrower represents that all leases of the Property, if any, are presently in effect and that no default exists therein. As any such lease shall expire or terminate or as any new lease shall be made, the Borrower shall so notify Lender in order that at all times Lender shall have a current list of all leases affecting the property described in paragraphs (A), (B) and (C) hereof. The assignment contained in paragraph (F) hereof shall not be deemed to impose upon Lender any of the obligations or duties of the Borrower provided in any such lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Property or any part thereof), and the Borrower shall comply with and observe its obligations as landlord under all leases affecting the Property or any part thereof. The Borrower, if required by Lender, shall furnish promptly to Lender original or certified copies of all such leases now existing or hereafter created. The Borrower shall not, without the express prior written consent of Lender, amend, modify, extend, terminate or cancel, accept the surrender of, subordinate, accelerate the payment of rent as to, or change the terms of any renewal option of any such lease now existing or hereafter created, or permit or suffer an assignment or sublease. The Borrower shall not accept payment of rent more than one (1) month in advance without the prior written consent of Lender.

With respect to the assignment contained in paragraph (F), the Borrower shall, from time to time upon request of Lender, specifically assign to Lender as additional security hereunder, by an instrument in writing in such form as may be approved by Lender, all right, title and interest of the Borrower in and to any and all leases now or hereafter on or affecting the Property, together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to the Borrower to collect the rentals under any such lease. The Borrower shall also execute and deliver to Lender any notification, financing statement or other document reasonably required by Lender to perfect the foregoing assignment