

date hereof, such failure to comply shall constitute a default under this Mortgage and shall entitle Mortgagees, at Mortgagees' sole option, to exercise any and all of its rights and remedies in the event of a default under this Mortgage.

4. Mortgagor shall not exercise any right or privilege of prepayment of the Prior Mortgage and shall not enter into any agreement with the holder of the Prior Mortgage modifying or amending any of the provisions thereof without the prior written consent of Mortgagees.

5. Mortgagor shall promptly send to Mortgagees copies of any notice, including but not limited to any notice of default, received by Mortgagor from the holder of the Prior Mortgage.

6. Mortgagor shall notify the Mortgagees promptly of the occurrence of any of the following:

- (a) A fire or other casualty causing damage to the Mortgaged Property;
- (b) Receipt of notice of condemnation of the Mortgaged Property;
- (c) Receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property;
- (d) Substantial change in the occupancy of the Mortgaged Property;
- (e) Receipt of any notice from the holder of any lien or security interest in the Mortgaged Property; or
- (f) Commencement of any litigation affecting the Mortgaged Property.

7. All rents, profits and income from the Mortgaged Property are hereby assigned to the Mortgagee for the purpose of discharging the debt hereby secured. Permission is hereby given to Mortgagor so long as no default exists hereunder to collect such rents, profits and income.

8. That the Mortgagor shall pay to said Mortgagees, their legal representatives and assigns, a reasonable attorney's fee, in addition to all other legal costs, as often as any proceeding is taken to foreclose this Mortgage for default in any of its terms, covenants or agreements, which shall be an additional lien on said premises.