

in the opinion of Mortgagee, the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then the entire balance of the Indebtedness and all interest accrued thereon shall, at the option of Mortgagee, become immediately due and payable.

4.6 Repair. Mortgagor will keep the Mortgaged Property in first class order and condition and will make all repairs, replacements, renewals, additions, betterments, improvements and alterations thereof and thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, which are necessary or reasonably appropriate to keep same in such order and condition. Mortgagor will also use its best efforts to prevent any act or occurrence which might impair the value or usefulness of the Mortgaged Property for its intended usage, as set forth in the Plans or elsewhere in the Security Documents. In instances where repairs, replacements, renewals, additions, betterments, improvements or alterations are required in and to the Mortgaged Property on an emergency basis to prevent loss, damage, waste or destruction thereof, Mortgagor shall proceed to construct same, or cause same to be constructed, notwithstanding anything to the contrary contained in Paragraph 5.2 hereinbelow; provided, however, that in instances where such emergency measures are to be taken, Mortgagor will notify Mortgagee, in writing, of the commencement of same and the measures to be taken, and when same are completed, the completion date and the measures actually taken.

4.7 Insurance. Mortgagor will obtain and maintain insurance upon and relating to the Mortgaged Property, insuring against personal injury and death, including, without limitation, single limit comprehensive general liability insurance with coverage limits of not less than \$5,000,000, loss by fire and such other hazards, casualties and contingencies (including business interruption insurance covering loss of Rents with coverage limits of not less than the appraised rentals for a twelve month period and builder's all risk coverage) as are normally and usually covered by extended coverage policies in effect where the Land is located and such other risks as may be specified by Mortgagee from time to time, and during any period of construction, contractor's liability and worker's compensation insurance, all such insurance to be in such amounts and with such insurers of recognized responsibility as are acceptable to Mortgagee and to contain noncontributory standard mortgagee clauses, their equivalent or a satisfactory mortgagee loss payable endorsement in favor of Mortgagee. Mortgagor agrees to make monthly deposits with Mortgagee, in a non-interest bearing account, of a sum equal to one-twelfth of the aggregate amount of the annual insurance premiums due with respect to the insurance policies required to be so maintained, said amount to be estimated by Mortgagee, so that Mortgagee will have sufficient funds on hand to pay same thirty (30) days before the date on which they become past due. In no event shall Mortgagee be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. Mortgagor shall furnish to Mortgagee, at least thirty (30) days before the date on which the same will become past due, a statement from each insurer designating the amount of the premium due with respect to such policy, and Mortgagee shall pay such premiums to the amount of the then unused credit therefor as and when they become severally due and payable. A