

which shall, without further action, become subject to the lien of this Mortgage.

d. Mortgagee may enter upon and inspect the Mortgaged Property at any reasonable time during the life of this Mortgage.

8. Mortgagor shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property and not suffer or permit any violation thereof.

9. At any time and from time to time, upon Mortgagee's written request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be re-recorded or refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, certificates, UCC financing statements, and other documents as Mortgagee may reasonably consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor, subject and subordinate only to the lien of any Senior Mortgage.

10. 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 Mortgaged Property or any part thereof.

11. Mortgagor will not, during the term of this Mortgage, except as provided herein, assign the rents or any lease covering a portion of the Mortgaged Property (other than in connection with a sale or encumbrancing permitted pursuant to paragraph 16 hereof), and without the prior written consent of Mortgagee, terminate (except in accordance with its terms), modify or accept a surrender, or suffer or permit any termination (except in accordance with its terms), modification or surrender of any lease covering a portion of the Mortgaged Property, other than in the ordinary course of business or by reason of default by any tenant of the Property, or receive or collect or permit the receipt or collection of rental payments under any such lease more than two (2) months in advance of the period in respect of which such rent is to accrue, except security deposits. Upon the occurrence of an Event of Default, as hereinafter defined, Mortgagor will pay monthly in advance to Mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair market and reasonable rental value for the use and occupation of the Mortgaged Property or of such part thereof as may be in the possession of Mortgagor, and upon default in any such payment will vacate and surrender the possession of the Mortgaged Property to Mortgagee or to such