

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 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, issued, 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, after the expiration of the notice period provided for herein.

13. Mortgagor agrees to pay to Mortgagee, in addition to any other payments required hereunder, monthly advance installments as reasonably estimated by Mortgagee for taxes, assessments, insurance premiums or other obligations secured by this Mortgage for the purpose of establishing a fund to ensure payment when due, or before delinquency, of any or all of such obligations required to be paid as to the Property encumbered hereby. If the amount paid to Mortgagee under the provisions of this Paragraph are insufficient to discharge all such obligations of Mortgagor, as the same may become due or delinquent, Mortgagor shall pay to Mortgagee, upon written demand, such additional sums necessary to discharge the same. Mortgagee may pay such obligations either before or after they become due and payable. In the event of a default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid by Mortgagee under the provisions of this Paragraph may, at the option of Mortgagee, be applied to the payment of principal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is established. Any excess over the amount required for such purposes shall be held for future use or applied to any indebtedness hereby secured or refunded to Mortgagor at Mortgagee's option. Mortgagee shall keep all funds received pursuant to this Paragraph 13 in an interest bearing account, and the interest earned on said account shall become a part of this impound account. Mortgagee shall make such reports of impounds as required by law.

14. Mortgagor shall deliver to Mortgagee, within thirty (30) days following the end of each calendar quarter, an operating report of the Property, which report shall include information and data regarding collected and collectible income, expenses, rents,

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