

which states that the amount requested by Mortgagor in the accompanying Mortgagor's Condemnation Certificate has been paid (or is then due and payable) and is proper. Within ten days after receipt of (i) the foregoing certificates, (ii) evidence satisfactory to Mortgagee that there are no mechanic's or similar liens for labor or materials supplied in connection with Restoration to the date of the Request for Condemnation Proceeds (or that any such liens have been adequately provided for) and (iii) evidence satisfactory to Mortgagee that the balance of the Net Condemnation Proceeds and other monies to be made available by Mortgagor pursuant to Section 1.10(c)(i) hereof, after making the payment requested, will be sufficient to pay the balance of the cost of Restoration, Mortgagee shall direct the Investor Institution to pay over to Mortgagor, out of Net Condemnation Proceeds, ninety percent of the amount set forth in Mortgagor's Condemnation Certificate, the remaining ten percent of such amount (the "Condemnation Retainage") to be held by the Investor Institution until the completion of the Restoration and then, upon such completion, to be paid to Mortgagor by the Investor Institution upon the direction of Mortgagee. Upon receipt by Mortgagee of evidence satisfactory to it that Restoration has been completed and the cost thereof, paid in full, and that there are no mechanic's or similar liens for labor or materials supplied in connection with Restoration, the balance, if any, of Net Condemnation Proceeds shall be paid over to Mortgagor for such use as Mortgagor may determine.

1.11 Additional Security. That in the event Mortgagee at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.12 Successors and Assigns. That, subject to Section 1.17, this Mortgage applies to, inures to the benefit of and binds all parties hereto, their successors and assigns. The term "Mortgagee" shall mean the registered owner and registered assignee of the Note, whether or not named as Mortgagee herein.

1.13 Inspections. That Mortgagee or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Property for the purposes of (i) inspecting the same and (ii) performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments. Mortgagor shall maintain complete and correct books and records and shall permit representatives of Mortgagee to examine such books and records and all supporting vouchers and data at any time and from time to time as