

3. Mortgagor shall comply with all terms, provisions, and conditions of the Prior Mortgage other than those applicable to the payment of principal and interest due under the Prior Mortgage other than herein provided. In the event Mortgagor fails to comply with each and every one of the terms, provisions, and conditions of the Prior Mortgage or is in default under the Prior Mortgage, her than in respect of payment of principal and interest due after the date hereof, such failure to comply shall constitute a default under this mortgage and shall entitle Mortgagee, at Mortgagee's 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 enter into any agreement with the holder of the Prior Mortgage modifying or amending any of the provisions thereof without the prior writtern consent of Mortgagee.

5. Mortgagor shall promptly send to Mortgagee copies of any notice, includingbut not limited to any notice of default, received my Mortgagor from the holder of the Prior Mortgage.

6. Mortgagor shall notify the Mortgagee promptly of the occurence of any of the following:

- (a) a fire or other casualty causing damage to the mortgaged property.
- (b) receipt of notice of condemnation fo the mortgaged property;
- (c) receipt of notice from any govermental 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 Mortgagee, his legal representatives and signs, 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 fee shall be an additional lien on said premises.