

Mortgagor agrees not to claim any credit upon the Note or other obligations secured hereby or the interest due or to grow due thereon because of any taxes or other municipal liens on the Mortgaged Property paid by Mortgagor or Mortgagee; and Mortgagor will not apply for or claim any deduction by reason of this Mortgage from the taxable value of the Mortgaged Property.

25. Escrow. At the request of Mortgagee, Mortgagor will, in order to provide for the timely payment of all real estate taxes and assessments and of the premiums on insurance required pursuant to this Mortgage (the "Escrow Charges"), deposit with Mortgagee, at the time of each payment of interest under the Note, an additional amount sufficient to discharge and pay the Escrow Charges when they become due. The determination of the amount so payable and of the fractional part thereof to be deposited with Mortgagee so that the aggregate of such deposits shall be sufficient for such purpose shall be made by Mortgagee in its sole discretion. Such amounts shall be held by Mortgagee without interest and may be commingled with funds of Mortgagee. Such amounts shall be applied to the payment of the Escrow Charges in respect to which such amounts were deposited or, at the option of Mortgagee, to the payment of the Escrow Charges in such order or priority as Mortgagee shall determine, at or before the respective dates on which the same or any of them would become delinquent. If one month prior to the due date of any of the Escrow Charges the amounts then on deposit therefor shall be insufficient for the payment thereof in full, Mortgagor within ten (10) days after demand shall deposit the amount of the deficiency with Mortgagee. In the event that Mortgagee institutes any action for the foreclosure of this Mortgage or enters into possession of the Mortgaged Property following a default hereunder, Mortgagee may at its option appropriate and apply any or all such amounts then on deposit to any sums due Mortgagee under the Note, this Mortgage or the Other Security Documents, by acceleration or otherwise.

In the event Mortgagor's interest in the Mortgaged Property passes to another party, either voluntarily or by operation of law, all of the right, title and interest of Mortgagor in the aforesaid fund shall pass to the successor to Mortgagor's interest in the Mortgaged Property.

26. Alienation and Other Liens. If, without Mortgagee's prior written consent, Mortgagor's leasehold estate in the Mortgaged Property or any part thereof is conveyed, transferred or alienated from Mortgagor, either voluntarily or by operation of law, or if Mortgagor creates a mortgage, deed of trust or other lien on the Mortgaged Property or any part thereof, or fails to have any such lien which may be imposed without Mortgagee's consent on the Mortgaged Property or any part thereof discharged within sixty (60) days after it is imposed, then Mortgagee may at its option, without demand or notice, declare this Mortgage to be in default.

27. Notice of Default and Grace Period. Mortgagee shall not have the right to exercise any remedy provided in Article 18 hereof by reason of a default hereunder unless Mortgagee shall have given Mortgagor and Fee Owner written notice thereof and, if the default consists of the failure to pay money, Mortgagor and Fee Owner shall have failed to cure the default within ten (10)