

interest payable pursuant to the Note, and in payment of all taxes, assessments, water rates, sewer rents, insurance premiums and other charges on or against the Property; such right of Mortgagor to collect and receive the Rents may be revoked by Mortgagee upon any occurrence of an Event of Default. Mortgagor shall not have the right or power, without the consent of Mortgagee, to alter, modify, extend, renew or amend any terms or terminate or accept surrender of any leases of the Property, or any part thereof, now or hereafter existing, other than in the ordinary course of business, or to accept pre-payments of installments of rent to become due thereunder for a period of more than one month in advance, or to further assign the Rents, unless such further assignment is expressly subordinate to the assignment to Mortgagee. In respect of any such lease, Mortgagor shall (i) fulfill or perform each and every term, covenant and provision thereof to be fulfilled or performed by the lessor thereunder; (ii) give prompt written notice to Mortgagee if Mortgagor receives within any one year period written notice from ten percentum (10%) or more of the lessees of default by the lessor thereunder, together with a reasonable detailed description of the nature of such alleged defaults; and (iii) use reasonable efforts to enforce the performance or observance of each and every term, covenant and provision of any such lease by the lessee thereunder to be performed or observed. In the event that Mortgagor is an occupant of any part of the Property and any Event of Default remains uncured, Mortgagor shall pay monthly in advance to Mortgagee, or to any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be in possession of Mortgagor, and upon default in any such payment, shall at the request of Mortgagee vacate and surrender possession of such part