

of any amount paid over to the mortgagor; and that if prior to the receipt by the mortgagee of such award or payment the premises shall have been sold on foreclosure of this mortgage, the mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by the mortgagee in connection with the collection of such award or payment.

17. That the mortgagee and any persons authorized by the mortgagee shall have the right to enter and inspect the premises at all reasonable times; and that if, at any time after default by the mortgagor in the performance of any of the terms, covenants or provisions of this mortgage or the note, the management or maintenance of the premises shall be determined by the mortgagee to be unsatisfactory, the mortgagor shall employ, for the duration of such default, as managing agent of the premises, any person from time to time designated by the mortgagee.

18. That at any time within 30 days after notice and demand by the mortgagee, the mortgagor will deliver to the mortgagee, but not more frequently than once in every 12 month period, (i) a statement in such reasonable detail as the mortgagee may request, certified by the owner or an executive officer of a corporate owner, of the leases relating to the premises, and (ii) a statement in such reasonable detail as the mortgagee may request, certified by a certified public accountant, or by the owner or an executive officer or treasurer of a corporate owner, of the income and expenses of the premises for the last 12 month calendar period prior to giving of such notice, and that on demand the mortgagor will furnish to the mortgagee executed counterparts of any such leases and convenient facilities for the audit and verification of any such statement.

19. That the mortgagor will not assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the mortgagee and any assignment thereof shall be null and void; that in the event of any default by the mortgagor in the performance of any of the terms, covenants and provisions of this mortgage or the note, it shall be lawful for the mortgagee to enter upon and take possession of the premises, with or without the appointment of a receiver, or an application therefor, and to let the same, either in its own name, or in the name of the mortgagor, and to receive the rents, issues and profits of the premises and to apply the same, after the payment of all necessary charges and expenses, on account of the amount hereby secured; that said rents and profits are, in the event of any such default, hereby assigned to the mortgagee; and that upon notice and demand, the mortgagor will transfer and assign to the mortgagee, in form satisfactory to the mortgagee, the lessor's interest in any lease now or hereafter affecting the whole or any part of the premises.

20. That the mortgagee shall have the right from time to time to enforce any legal or equitable remedy against the mortgagor and to sue for any sums whether interest, damages for failure to pay principal or any instalment thereof, taxes, instalments of principal, or any other sums required to be paid under the terms of this mortgage, as the same become due, without regard to whether or not the principal sum secured or any other sums secured by the note and mortgage shall be due and without prejudice to the right of the mortgagee thereafter to enforce any appropriate remedy against the mortgagor including an action of foreclosure, or any other action, for a default or defaults by the mortgagor existing at the time such earlier action was commenced.

21. That any payment made in accordance with the terms of this mortgage by any person at any time liable for the payment of the whole or any part of the sums now or hereafter secured by this mortgage, or by any subsequent owner of the premises, or by any other person whose interest in the premises might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation which at any time may be liable for such payment or may own or have such an interest in the premises, shall be deemed, as between the mortgagee and all persons who at any time may be liable as aforesaid or may own the premises, to have been made on behalf of all such persons.

22. That any failure by the mortgagee to insist upon the strict performance by the mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the mortgagor of any and all of the terms and provisions of this mortgage to be performed by the mortgagor; that neither the mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this mortgage shall be relieved of such obligation by reason of the failure of the mortgagee to comply with any request of the mortgagor or of any other person so obligated to take action to foreclose this mortgage or otherwise enforce any of the provisions of this mortgage or of any obligations secured by this mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the premises and the mortgagee extending the time of payment or modifying the terms of the note or mortgage without first having obtained the consent of the mortgagor or such other person, and in the latter event, the mortgagor and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the mortgagee; that, regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the premises, the mortgagee may release the obligation of anyone at any time liable for any of the indebtedness secured by this mortgage or any part of the security held for the indebtedness and may extend the time of payment or otherwise modify the terms of the note and/or mortgage without, as to the security or the remainder thereof, in anywise impairing or affecting the lien of this mortgage or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified, over any subordinate lien; that the holder of any subordinate lien shall have no right to terminate any lease affecting the premises whether or not such lease be subordinate to this mortgage; and that the mortgagee may resort for the payment of the indebtedness secured hereby to any other security therefor held by the mortgagee in such order and manner as the mortgagee may elect.

23. That if at any time the United States of America shall require internal revenue stamps to be affixed to the note, the mortgagor will pay for the same with any interest or penalties imposed in connection therewith.

24. That if the mortgagor consists of more than one party, such mortgagors shall be jointly and severally liable under any and all obligations, covenants and agreements of the mortgagor contained herein.

25. That the rights of the mortgagee arising under the clauses and covenants contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and that no act of the mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

26. That wherever used in this mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "mortgagor" shall mean "mortgagor and/or any subsequent owner or owners of the premises", the word "mortgagee" shall mean "mortgagee or any subsequent holder or holders of this mortgage", the word "note" shall mean "note or bond secured by this mortgage", the word "person" shall mean "an individual, corporation, partnership or unincorporated association", the word "premises" shall include the real estate hereinbefore described, together with all equipment, condemnation awards and any other rights or property interest at any time made subject to the lien of this mortgage by the terms hereof and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

27. That this mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

1979 789

682 789

4328 RV.2