

party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in THE MORTGAGED PROPERTY or any part thereof), and the Mortgagor shall comply with and observe its obligations as landlord under all leases affecting THE MORTGAGED PROPERTY or any part thereof. The Mortgagor, if required by the Mortgagee, shall furnish promptly to the Mortgagee certified copies of all such leases now existing or hereafter created. All existing leases as set forth in Schedule "C" are acceptable to the Mortgagee, and each future lease or sublease of any portion of THE MORTGAGED PROPERTY shall be in the Mortgagee's judgment at least as beneficial to the interests of both the Mortgagor and the Mortgagee as the immediately prior lease on such portion of THE MORTGAGED PROPERTY and shall be a tenant approved by the Mortgagee (which approval shall not be unreasonably withheld) and are otherwise to be in form and substance subject to the prior written approval of the Mortgagee; and for the purposes of this provision "beneficial" shall mean an equal or better rent and other terms and conditions. The Mortgagor shall not, without the express written consent of the Mortgagee, modify, surrender, terminate or extend any such lease now existing or hereafter created, or permit or suffer an assignment or sublease with any non-affiliated tenant which would relieve any of the obligors thereunder from liability. The Mortgagor shall not accept payment of rent more than one (1) month in advance without the prior written consent of the Mortgagee.

1.12 Expenses. The Mortgagor shall pay or reimburse the Mortgagee for all costs, charges and expenses, including reasonable attorneys' fees and disbursements and costs incurred or paid by the Mortgagee in any pending or completed action, proceeding or dispute in which the Mortgagee is made a party or appears as a party plaintiff or party defendant and which affects the Note, this Mortgage or any other instrument securing the Note or THE MORTGAGED PROPERTY or any part thereof, including but not limited to the foreclosure of this Mortgage, condemnation involving all or part of THE MORTGAGED PROPERTY or any action to protect the security hereof. All costs, charges and expenses so incurred or paid by the Mortgagee shall become due and payable immediately, after notice. The amounts so incurred or paid by the Mortgagee, together with interest thereon at the Default Rate from the date incurred until paid by the Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage.

1.13 Mortgagee's Performance of Defaults. If the Mortgagor defaults in the payment of any tax, assessment, encumbrance or other imposition, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition or term in this Mortgage, the Note or in any other instrument securing the Note, the Mortgagee may at its option perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by the Mortgagee in connection therewith shall become due and payable immediately, after notice. The amounts so incurred or paid by the Mortgagee, together with interest thereon at the Default Rate from the date incurred until paid by the Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage. Nothing contained herein shall be construed as requiring the Mortgagee to advance or expend monies for any purposes mentioned in this paragraph, or for any other purpose. The Mortgagee is hereby empowered to enter and to authorize others to enter upon THE MORTGAGED PROPERTY or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor.