

It is further understood and agreed that the Mortgagee, at the written request of the Mortgagor, will satisfy this mortgage whenever (pursuant to any of the instruments referred to herein as being secured hereby): (1) the Mortgagor owes no indebtedness to the Mortgagee, (2) the Mortgagor has no liability to the Mortgagee, and (3) the Mortgagee has not agreed to make any further advance or advances to the Mortgagor.

16. That notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the premises by any public or quasi-public authority or corporation, the mortgagor shall continue to pay interest on the entire principal sum secured until any such award or payment shall have been actually received by the mortgagee and any reduction in the principal sum resulting from the application by the mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt; that said award or payment may, at the option of the mortgagee, be retained and applied by the mortgagee toward payment of the moneys secured by this mortgage, or be paid over wholly or in part to the mortgagor for the purpose of altering, restoring or rebuilding any part of the premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the premises, or for any other purpose or object satisfactory to the mortgagee, but the mortgagee shall not be obligated to see to the application 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.