

2.11 Borrower will not sell, encumber or otherwise dispose of the fixtures and articles of personal property comprising part of the Property except to incorporate such into the improvements on the land or replace such with goods of quality and value at least equal to that replaced.

2.12 Borrower assigns to Lender any proceeds or awards which may become due by reason of any condemnation or other taking for public use of the whole or any part of the Property or any rights appurtenant thereto, and Lender may, at its option, either apply the same to the Loan or release the same to Borrower without thereby incurring any liability to any other person. Borrower agrees to execute such further assignments and agreements as may be reasonably required by Lender to assure the effectiveness of this Section. In the event any governmental agency or authority shall require or commence any proceedings for the demolition of any buildings or structures comprising a part of the Property, or shall commence and proceedings to condemn or otherwise take all of the land comprising a part of the Property, than and in any of said events, Lender may, at its option, declare the Loan to be immediately due and payable in full.

2.13 Borrower will pay or reimburse Lender for all reasonable attorney's fees, costs and expenses incurred by Lender in any action, legal proceeding or dispute of any kind which affects the Loan, the interest created herein, or the Property, including but not limited to, any foreclosure of this Mortgage, enforcement of payment of the Note, any condemnation action involving the Property or any action to protect the security hereof. Any such amounts paid by Lender shall be added to the Loan indebtedness secured hereby.

2.14 Borrower shall perform all covenants to be performed by the lessor under any and all leases of the Property or any part thereof. Upon demand Borrower will furnish Lender with copies of any lease of the Property or any part thereof. The form of apartment lease used by Borrower shall be subject to the approval of Lender and no lease shall be made except on an approved form.

2.15 Borrower will not accept any prepayment of rent or installments of rent for more than two months in advance without the prior written consent of Lender. Notwithstanding the foregoing, Borrower may accept prepayment of rent for a period of up to six (6) months with respect to a maximum of six (6) individual apartment leases, provided there are never more than six (6) such prepaid leases at any one time.

2.16 Borrower will abstain from and will not permit the commission of waste in or about the Property and will maintain the Property in good condition and repair, reasonable wear and tear excepted.

2.17 Borrower will not convey as loan security, or otherwise, the Property any part thereof, or any interest therein, without the prior written consent of Lender.

2.18 Borrower will do, or cause to be done, all such things as may be required by law in order fully to protect the security and all rights of Lender under this Mortgage. Borrower shall not cause or permit the lien of the Mortgage to be impaired in any way.

2.19 Borrower will permit Lender, or its agents, at all reasonable times to enter, pass through or over the Property for the purpose of inspecting same.

2.20 Borrower, upon ten (10) days' prior written notice, shall furnish to Lender a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Loan and whether or not any offsets or defenses exist against such principal and interest.

2.21 Borrower agrees that no release by Lender of any of Borrower's successors in title from liability on the Loan, no release by Lender of any portion of the Property, no subordination of lien, no forbearance on the part of Lender to collect on the Loan, or any part thereof, no waiver of any right granted or remedy available to Lender and no action taken or not taken by Lender shall in any way diminish Borrower's obligations to Lender or have the effect of releasing Borrower, or any successor to Borrower, from full responsibility to Lender for the complete discharge of each and every of Borrower's

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