

such assignment to be in form and substance satisfactory to the Mortgagee. The Mortgagors hereby jointly and severally covenant and agree that they will not, without the prior written consent of the Mortgagee, cancel the Lease, accept a surrender thereof; reduce the rents or moneys payable thereunder; modify the Lease so as to reduce the term thereof; grant any concession in connection with the Lease either orally or in writing; or consent to an assignment of the Lessee's interest in and to the Lease or to a subletting, except in accordance with the terms of the Lease; and any of the above acts done without the written consent of the Mortgagee shall be null and void.

IF ANY EVENT OF DEFAULT under the Note by the Debtor shall occur and be continuing, as determined therein or in the Loan Agreement, or in the event the Mortgagors shall fail to perform all the conditions and terms contained herein and in the Guarantee Agreement, the Mortgagors shall become immediately liable, at the option of the Mortgagee, to pay to the Mortgagee the full unpaid balance of principal and interest on the Note secured by the Guarantee Agreement, whether or not such balance shall be then due and payable under the terms of the Note, without notice to the Mortgagors, such notice being hereby expressly waived, and the Mortgagee may proceed to enforce this Mortgage:

- (i) By action to foreclose this Mortgage;
- (ii) By action specifically to enforce the performance of any covenant or agreement contained in the Note or in this Mortgage;
- (iii) By any other action, legal or equitable deemed proper by the Mortgagee and allowed by law.

In case of foreclosure hereof in any court, in addition to taxable costs and fees a reasonable sum shall be allowed for the solicitor's and stenographers' fees of the complainant in such suit, and also all outlays for documentary evidence, and the cost of a complete abstract of title to the Mortgaged Property, and for an examination of title for the purpose of such foreclosure; and in case of any other proceeding wherein said Mortgagee shall be made a party by reason of this Mortgage, the reasonable fees and charges of the attorneys of the Mortgagee for services therein shall be a further lien and charge upon the Mortgaged Property under this Mortgage. All such attorneys' and stenographers' fees and other charges shall become additional indebtedness secured hereby, to be paid out of the proceeds of the sale of said premises, as other costs, if not paid by said Mortgagors.

The Mortgagors agree that the Mortgagee may at any foreclosure or other sale of the Mortgaged Property, or any part thereof, bid in and purchase the same at such foreclosure or other sale.

(CONTINUED ON NEXT PAGE)