

for any expiring policy at least 15 days before the date of such expiration; that all amounts recoverable under any policy are payable in accordance with the provisions of the A & P Lease and in the event the A & P Lease has been terminated or otherwise extinguished, are hereby assigned to the Mortgagee and in the event of a loss the amount collected may, at the option of the Mortgagee, be used in any one or more of the following ways: (1) applied upon the indebtedness secured hereby whether such indebtedness be then matured or unmatured; (2) used to fulfill any of the covenants contained herein as the Mortgagee may determine; (3) used to replace or restore the property to a condition satisfactory to the Mortgagee; (4) released to the Mortgagor; the Mortgagee is hereby irrevocably appointed by the Mortgagor as attorney of the Mortgagor to assign any policy in the event of the foreclosure of this Mortgage or other extinguishment of the indebtedness secured hereby.

3. Not to commit or suffer any strip or waste of the mortgaged property or any violation of any law, regulation or ordinance affecting the mortgaged property and will not commit or suffer any demolition, removal or material alterations of any of the buildings or improvements, (including fixtures) on the mortgaged premises without the written consent of the Mortgagee.

4. To pay as and when the same shall become due and before same shall become delinquent or any penalty attached thereto for nonpayment all taxes, assessments and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon the mortgaged premises or any part thereof, upon the rents, issues, income or profits thereof, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes, and to submit to the Mortgagee such evidence of the due and punctual payment of such taxes, etc. as the Mortgagee may require.

5. That if the Mortgagor shall neglect or refuse to keep in good repair the property referred to in paragraph (2), to replace the same as therein agreed, to maintain and pay the

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