

1.04 No Tax Credits

The Mortgagor will not claim or demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Notes or on any of the sums secured hereby, for so much of the taxes, assessments, or similar impositions assessed against the Premises or any part thereof, as are applicable to the indebtedness secured hereby or to the Mortgagee's interest in the Premises. No deductions shall be claimed from the taxable value of the Premises or any part thereof by reason of the Notes and this Mortgage.

1.05 Insurance

The Mortgagor will procure for, deliver to, and maintain for the benefit of, the Mortgagee, during the life of this Mortgage, insurance policies, in such amounts as the Mortgagee shall require, but in any event not less than the outstanding principal balance due under this Mortgage, insuring the Premises against fire hazard, theft, casualty, and liability loss and such other insurable hazards, casualties and contingencies as the Mortgagee may require. MassMutual Mortgage and Realty Investors shall be named the First Loss Payee and the Mortgagee shall be named the Second Loss Payee under said policies. The form of such policies and the companies issuing them shall be acceptable to the Mortgagee. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to the Mortgagee shall be delivered to the Mortgagee. The Mortgagor shall deliver to the Mortgagee receipts evidencing the payment of all such insurance policies and renewals. The delivery of the insurance policy shall constitute an assignment, as further security of all unearned premiums. In the event of the foreclosure of this Mortgage or any other transfer of title to the Premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor, in and to all insurance policies then enforce, shall pass to the Mortgagee.

1.06 Financial Statements

The Mortgagor will furnish to the Mortgagee, as soon as practicable, quarterly operating statements and annual year end operating statements for the Premises.

1.07 Managing Agent

The Mortgagor shall obtain the written approval of the Mortgagee prior to changing the managing agent for the Premises.

1.08 Sale of Property and Further Encumbrances

The Mortgagor shall obtain the written consent of the Mortgagee prior to any sale or transfer of the Premises or any interest therein, or prior to further encumbering the Premises; provided, however, that such consent shall not be unreasonably withheld.

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