

1424 055

1428 078

the Mortgagee by an agreement of even date herewith all leases now existing and affecting said premises or which may hereafter affect said premises, together with all rents and income to become due and payable under said leases and rental agreements covering said Premises. Said assignment agreement is hereby included in and made a part of this Mortgage. The Mortgagor covenants and agrees not to assign or encumber said leases or rentals by assignment to any party other than the Mortgagee, except as otherwise herein permitted and except for assignments or encumbrances consented to by Mortgagee, which consent shall not be unreasonably withheld.

Section 1.9 Financial Statements. The Mortgagor covenants and agrees to maintain at all times full, true and accurate books of record and account in accordance with sound accounting practices, reflecting the receipts and expenses of the operation of the Mortgaged Premises, and the Mortgagee shall have the right to examine said books, records and accounts at such reasonable times as the Mortgagee may desire.

The Mortgagor further covenants and agrees to furnish to the Mortgagee within ninety (90) days after the end of each calendar year, a certified financial statement, signed by an independent certified public accountant, all in reasonable detail, in form and content satisfactory to the Mortgagee and prepared in accordance with generally accepted accounting principles, reflecting and covering the operation of the Premises and the improvements located thereon for such year. The financial statements must also include annual sales figures covering the operations of any tenant occupying all or part of the Mortgaged Premises or improvements located thereon.

The Mortgagor further covenants and agrees to furnish to the Mortgagee within one hundred twenty (120) days after the end of each fiscal year, annual audited financial statements, prepared and signed by an independent certified public accoun-

0978

4328 RV.2