

It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this Mortgage, and of the Note and debt secured hereby, then this Mortgage shall become utterly null and void, otherwise to remain in full force and effect.

(16) The covenants herein contained shall bind, and the benefits and the advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

(17) Mortgagor shall furnish annually, within four months after the end of each fiscal or operational year, copies of Annual Operating Statements (including Balance Sheet) on the operation of this property; such statement shall be accompanied by a rent roll in substance and form satisfactory to the Mortgagee containing at least the following information: tenant name, square feet leased, and annual rental, all in reasonable detail and certified by the Mortgagor to be correct. In the event of default under any of the terms of this Mortgage, Mortgagee shall have the right to require said financial statements to be audited by an independent certified public accountant in accordance with generally accepted accounting principles. The cost of such audit, if required, shall be borne by the Mortgagor.

(18) If the Mortgagor during the term hereof, sells, assigns, or transfers all, or any part, of the Mortgagor's interest in the property above described and secured hereby, such sale, assignment or transfer being made without the express written consent of the Mortgagee, the Mortgagee, at its option, may declare all sums then owing by the Mortgagor to the Mortgagee immediately due and payable at par.

(19) That it will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions, and agreements imposed upon or assumed by the Mortgagor as Landlord (or similar designation) under any lease, now or hereafter in effect, including any amendments or supplements to such lease, covering any part of the above described property or any other property owned or controlled by the Mortgagor that is affected by the terms, provisions, covenants, conditions and agreements imposed upon or assumed by the Mortgagor in such lease, hereinafter, whether one or more, referred to individually or collectively as "Tenants' leases," and that it will not do, or permit anything to be done, or omit and refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of said Tenants' leases or to abate the rental due thereunder. If the Mortgagor shall, in any manner, fail in this Agreement, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under any of said Tenants' leases. Mortgagee shall have the right to enter upon the above-described property and any other property owned or controlled by Mortgagor which is affected by any of the terms, conditions, provisions, covenants, and agreements of any of the Tenants' leases to

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