

8. Correction; Modifications and Extensions; Duty to Provide Estoppel Letter Pursuant to Assignment by Mortgagee. Mortgagor shall execute and deliver to Mortgagee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, mortgages, security agreements, financing statements, assignments and renewal and substitution notes, necessary to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Mortgagee to all or any part of the Premises intended to be hereby mortgaged, whether now mortgaged, later substituted for, or acquired subsequent to the date of this Mortgage and extensions or modifications thereof. Mortgagor, upon written request by Mortgagee, shall certify by a writing, duly acknowledged, to Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within ten (10) days after the receipt of such request.

9. Condemnation; Eminent Domain; Awards after Foreclosure. Notwithstanding any taking of any property, herein mortgaged and agreed to be mortgaged, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay applicable principal and interest on the Secured Indebtedness. Subject to the terms and conditions set forth in Exhibit "D" attached hereto and made a part hereof by reference, Mortgagee agrees to permit reconstruction of the Premises with the use of such awards or settlements. For further information regarding this section, please see the aforesaid Exhibit "D".

10. Yearly Statement. Mortgagor shall deliver to Mortgagee, without demand within one hundred twenty (120) days after the close of each of the Mortgagor's fiscal years, or at any time within thirty (30) days after notice and demand by Mortgagee, (i) a statement in such reasonable detail as Mortgagee may request, certified by Mortgagor or an executive officer of a corporate Mortgagor, of the rent roll and leases relating to the Premises, and (ii) a statement in such reasonable detail as Mortgagee may request certified by the Mortgagor of the income from the expenses of any one or more of the following: (a) the conduct of any business on the Premises, (b) the operation of the Premises, or (c) the leasing of the Premises or any part thereof, for the last twelve (12) month fiscal period and, on demand, Mortgagor shall furnish to Mortgagee copies of any such leases and convenient facilities for the audit and verification of any such statement.

11. Conveyance of Title. In the event the Mortgagor shall sell or otherwise dispose of the real property and improvements thereon which is a part of the Premises, or any part thereof, without the written consent of the Mortgagee, the Mortgagee may, at its election, declare the entire indebtedness secured hereby to be immediately due and payable; and upon such declaration, the entire indebtedness secured hereby shall be immediately due and payable, anything contained in any Loan Document to the contrary notwithstanding, and the Mortgagee shall have such options as are provided in paragraph 13 and the other provisions of this Mortgage and the Loan Documents.

12. Event of Default. The occurrence of any one of the following events shall constitute an "Event of Default"; time is of the essence herein:

(a) Mortgagor fails to pay the Secured Indebtedness, or any part thereof, or the periodic deposits for taxes, insurance and other charges, as hereinbefore provided, when and as the same shall become due and payable and such default is not remedied within the time period specified in the applicable loan

*but no more often than quarterly or a maximum of four (4) times per year

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