

16. The covenants herein contained shall bind, and the benefits and 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, and the use of any gender shall be applicable to all genders.

17. At the option of the mortgagee, mortgagor agrees to furnish to mortgagee, as soon as available, but in no event more than ninety (90) days after the end of each of its fiscal years, a copy of its completed financial statement and an operating statement regarding the Property including an itemized account of gross annual income and expenditures reflecting in detail the operations of the mortgaged premises. Mortgagor further agrees that said statement shall be prepared in accordance with the then current and generally accepted accounting principles by accountants satisfactory to mortgagee.

18. That he 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 may rely on any notice of default received from any tenant and may act thereon as herein provided even though the existence of such default or the nature thereof may be questioned or denied by Mortgagor or any party acting on behalf of Mortgagor, and such notice of default shall be conclusive evidence that a default exists for the purposes of this paragraph.

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 such extent and as often as Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by Mortgagor. Mortgagee may expend such sums of money as Mortgagee, in its sole discretion deems necessary for any such purpose, and Mortgagor hereby agrees to pay to Mortgagee, immediately upon demand, all sums so expended by Mortgagee, together with interest thereon from the date of each such payment at six percent (6%) per annum. All sums so expended by Mortgagee, and the interest thereon shall be added to and secured by the lien of this instrument.

That he will promptly and fully keep, perform and comply with all the terms, provisions, covenants and conditions imposed upon Mortgagor under any assignment of any lease or leases of the premises executed by Mortgagor, as assignor, and given to Mortgagee, or assignee, as additional security for the payment of indebtedness secured hereby and any other agreement given by Mortgagor to Mortgagee as additional security for the payment of such indebted-

0302

4328 RV.23