

- the consent of the Mortgagee, agree to the modification, amendment or extension of the terms or conditions of such prior mortgage;
- 9) to pay when due all fees and charges incident to the enforcement of this Mortgage;
 - 10) that, from time to time, on the request of the Mortgagee, the Mortgagor shall furnish a written statement, signed and, if requested, acknowledged, setting forth the amount of the indebtedness which the Mortgagor acknowledges to be due under the Credit Agreement and under this Mortgage, specifying any claims of off-set or defense which the Mortgagor asserts against the indebtedness secured hereby or any obligations to be paid or performed hereunder, and the then state of facts relative to the condition of the Property;
 - 11) whether or not for additional interest or other consideration paid or payable to the Mortgagee, no forbearance on the part of the Mortgagee or extension of the time for the payment of the whole or any part of the obligations secured hereby, whether oral or in writing, or any other indulgence given by the Mortgagee to the Mortgagor or to any other party claiming any interest in or to the Property, shall operate to release or in any manner affect the original liability of

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