AND STREET, STATE OF STATE OF

- l.19 Mortgagee's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Estate not then or theretofore released as security for the full amount of all unpaid obligations, Mortgagee may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option, any parcel, portion or all of the Mortgaged Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.
- be delivered to Mortgagee as soon as practicable, but in any event within 120 days after the close of each operating year of Mortgagor, a statement of condition or balance sheet of Mortgagor as at the end of such operating year, all certified as to accuracy by an independent certified public accountant or representative of Mortgagor acceptable to Mortgagee, and an annual operating statement showing in reasonable detail all income and expenses of Mortgagor with respect to the operation of the Mortgaged Estate prepared by Mortgagor and certified as to accuracy by an independent certified public accountant or officer of Mortgagor acceptable to Mortgagee.
- Mortgage and the Assignment and any supplements, amendments, or modifications thereto and financing statements and continuation statements under the Uniform Commercial Code and other instruments with respect thereto to be filed, registered and recorded (and when and if necessary to be refiled, re-registered or re-recorded) in such place or places as may be required by any law in order to create, perfect or protect the lien of, and security interest created by this Mortgage and the Assignment, and to protect the validity thereof and to publish notice thereof and to protect and maintain the estate, right, interest, claim and demand of the Mortgagee in, to and under the Mortgaged Estate, the rents and leases described in the Assignment.
- 1.22 <u>Tradenames</u>. At the request of Mortgagee, Mortgager shall execute a certificate in form satisfactory to Mortgagee listing the tradenames under which Mortgagor intends to operate the Mortgaged Estate, and representing and warranting that Mortgagor does business under no other tradenames with respect to the Mortgaged Estate. Mortgagor shall immediately