State State .

awards whether for a taking of title to, possession of, or any interest in, the mortgaged premises or any part thereof and any award or awards received for damages sustained by the mortgage premises or any part thereof or for any change or changes of grade of streets affecting said premises, are hereby assigned to the mortgagee or its assigns; and the mortgagee at its option, is hereby authorized, directed, and empowered to collect and receive the proceeds of such award or awards from the authorities making the same, and to give proper receipts therefor, and to apply the same toward the payment of the amount owing on account of the mortgage debt, notwithstanding the fact that the amount owing on account of the mortgage debt may not be then due and payable; and the Mortgagers hereby covenant and agree to and with the Mortgagee with the receipt of the Mortgagee to make, execute, and deliver any and all assignments and any other instruments sufficient for the purpose of assigning the aforesaid award or awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever;

- Mortgagors will promptly pay any such tax; if the Mortgagors fail to make such prompt payment or if any such state, federal, municipal or other governmental law, order, fule or regulation of debts secured by mortgagors will promptly pay any such tax; if the Mortgagors fail to make such prompt payment or if any such state, federal, municipal or other governmental law, order, fule or regulation prohibits the Mortgagors from making such payment or would penalize the Mortgagee if the Mortgagors make such payment, then the entire balance of the principal sum secured by this mortgage and all interest accrued thereon shall without notice immediately become due and payable at the option of the Mortgagee;
- 15. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note(s) secured hereby. 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(s) and debt(s) 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 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

1328 RV.23