

costs and expenses incurred in connection therewith, all of which costs and expenses, including, without limitation, all attorney fees and costs paid to collect the secured indebtedness, shall be promptly reimbursed by Mortgagor to Mortgagee and shall stand secured by this mortgage.

WITH RESPECT TO MORTGAGOR'S OPERATING STATEMENTS:

That Mortgagor will furnish Mortgagee annually, and within ninety (90) days after the end of each calendar year during the term of this loan, financial statements covering the operations of the property hereby conveyed. Such statements shall be audited by an independent Certified Public Accountant; shall include the annual sales figures covering the operations of each tenant occupying all or part of the said property and shall otherwise be in such reasonable detail as may be required by Mortgagee; and shall be accompanied by the unqualified opinion of said Certified Public Accountant, who, in such opinion, shall confirm that the statements have been prepared in accordance with generally accepted accounting principles and standards.

WITH RESPECT TO FORBEARANCE AND TO
RELEASES AND SUBORDINATION OF SECURITY:

That no release of any of any other obligor or of Mortgagor's successors in title from liability on the loan; no release of any portion of the security property; no subordination of the lien of this mortgage; no forbearance on the part of Mortgagee to collect on the loan; no waiver of any right granted or remedy available to Mortgagee; and no action taken or not taken by Mortgagee shall in any way diminish Mortgagor's obligations to Mortgagee or have the effect of releasing or discharging Mortgagor, or any successor to Mortgagor, from their respective obligations to Mortgagee hereunder, under the promissory note hereby secured, or under any other document evidencing or securing Mortgagor's indebtedness to Mortgagee.

WITH RESPECT TO MORTGAGEE'S RIGHT TO ACCELERATE
THE MATURITY DATE OF THE SECURED INDEBTEDNESS:

That, notwithstanding provisions herein and in the promissory note establishing a later maturity date for the indebtedness hereby secured, upon compliance by Mortgagee with the preconditions therefor set out in said promissory note and upon the failure of obligors thereupon to exercise their rights to recast the loan, also as set out in said promissory note, Mortgagee shall have the right and option to declare the secured indebtedness due and payable on November 1, 1993.

WITH RESPECT TO ACCEPTANCE BY
MORTGAGEE OF PARTIAL PERFORMANCE:

That no acceptance or approval by Mortgagee of any payment or payments by Mortgagor, or by any third party for the account of Mortgagor, in any amount or amounts less than sufficient to satisfy in full all monetary obligations due by Mortgagor to Mortgagee (or to any third party for preservation of the security or of the lien hereof) as of the date of payment thereof shall be deemed to constitute satisfaction of such obligations, or