

V-1271 100

1.21 Financial Statements. As soon as practicable after the close of each fiscal year of Mortgagor (But no later than 120 days after such close), Mortgagor will furnish to Mortgagee an operating statement and balance sheet of the Mortgagor for the preceding fiscal year, which operating statement and balance sheet shall be certified by the Mortgagor, together with an annual operating statement showing in reasonable detail all income and expenses with respect to the operation of the Mortgage Property prepared by Mortgagor's Property Management Company, and certified as to accuracy by Mortgagor.

ARTICLE II
ASSIGNMENT OF LEASES, SUBLEASES,
FRANCHISES, RENTS, ISSUES AND PROFITS

2.01 Assignment of Rents. Mortgagor hereby assigns and transfers to Mortgagee all the leases, subleases, franchises, rents, issues and profits of the Mortgaged Property, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than one month in advance) prior to or at any time there is not an event of default under this Mortgage. The assignment of