

including, but not limited to, any action to foreclose this Mortgage or security agreement contained herein, enforcement of payment of the Note; any condemnation action involving the premises or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be added to the indebtedness secured by the lien of this Mortgage.

I.8 SUBROGATION. The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

I.9 PERFORMANCE BY MORTGAGEE OF DEFAULTS BY MORTGAGOR. If the Mortgagor shall default in the payment of any tax lien, assessment or charge levied or assessed against the premises; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder or in the performance or observance of any other covenant, condition or term of this Mortgage, then the Mortgagee, at its option, may perform or observe the same, and all payments made for costs or expenses incurred by the Mortgagee in connection therewith, shall be added to the debt secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee. The Mortgagee shall be the sole judge of the legality, validity and priority of any such tax lien, assessment, charge, claim or premium; of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor. All such amounts advanced by Mortgagor shall bear interest at the rate of 12% per annum until paid.

I.10 ACCOUNTS AND REPORTS. With respect to the said premises and the operations thereof the Mortgagor will keep or cause to be kept, in accordance with generally accepted accounting principles, such books or record and account as may be required to accurately reflect its interest in said premises and operations. The Mortgagee shall have the right to examine said books of record and account annually, or more often upon the occurrence of any default under this instrument, at such reasonable times and intervals as the Mortgagee may elect. The Mortgagor will furnish to the Mortgagee a copy of each of its quarterly (unaudited) and annual (audited) financial reports as soon as they are available to Mortgagor, and will send Mortgagee a copy of any notice which Mortgagor may receive from or on behalf of the holder of the Jefferson Standard Mortgage alleging any default thereunder immediately after Mortgagor's receipt thereof. The Mortgagor upon request, from time to time, but not more often than annually unless a default shall have occurred under this Mortgage, will furnish to the Mortgagee in such reasonable detail as the Mortgagee may request certified by the Mortgagor, copies of all leases relating to the premises; and on demand, the Mortgagor will furnish to the Mortgagee executed counterparts of any and all such leases. Further, the Mortgagor, upon request, will furnish to the Mortgagee information relative to the occupancy and vacancy rates on the mortgaged property.

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