

shall continue to pay principal and interest on the Secured Indebtedness, as by the Note provided, and any reduction in the Secured Indebtedness resulting from the application by Mortgagee of any award or payment for such taking, alteration, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of such portion of the Secured Indebtedness as Mortgagee may in its sole discretion elect (but in no event shall any such application relieve Mortgagor of the obligation to continue to make monthly payments of interest and principal and interest as by the Note provided and as and when such payments become due), or be paid over, wholly or in part, to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor. If, prior to the receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this mortgage, Mortgagee shall have the right to receive said award or payment, whether or not a deficiency judgment on this mortgage shall have been sought or recovered or denied, and the reasonable counsel fees, costs and disbursements incurred by Grantee in connection with the collection of such award or payment.

8. FINANCIAL STATEMENTS. Mortgagor shall deliver to Mortgagee within ninety (90) days of the end of each fiscal year of Mortgagor, (i) a statement in such reasonable detail as Mortgagee may request, certified by the Mortgagor or an executive officer of a corporate Mortgagor, of the leases relating to the Premises, and (ii) a statement in such reasonable detail as Mortgagee may request certified by a certified public accountant, the fees and expenses of which Mortgagor shall bear, or, at the option of Mortgagee, certified by the Mortgagor or an executive officer or treasurer of a corporate Mortgagor, of the income from and any expenses of any one or more of the following: (a) the conduct of any business on the Premises, (b) the operation of

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