

19. Use of Property. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the premises was intended at the time this Mortgage was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the premises without Lender's prior written consent.

20. Books and Records. Borrower shall keep and maintain at all times at Borrower's address as set forth in paragraph 13 hereof, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly Borrower's financial condition and copies of all the written contracts, leases and other instruments which may affect the premises. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender within 120 days after the end of each fiscal year of Borrower, a balance sheet, a statement of income and expenses and a statement of changes in financial position, each in reasonable detail and certified by Borrower and, if Lender shall require, by an independent certified public accountant.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option, within ten years of the date of this Mortgage or any amendment thereto, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that the notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

23. Application of Payments. All payments and other sums of money received by Lender shall be applied by Lender first to amounts due Lender pursuant to paragraph 8 hereof, then to attorney's fees as set forth in paragraph 11, then to the interest payable of the Note, then to the principal of the Note.

24. Default. The occurrence of any one or more of the following events shall constitute a default:

- (a) Failure of Borrower to pay any installments of principal and interest as and when the same shall be due under the terms of the Note; or
- (b) Default by Borrower in the performance of any covenant or agreement contained herein; or
- (c) Default by Borrower in the performance of any covenant or agreement contained in that certain Instrument and Security Agreement of even date herewith between Borrower and Lender, or in that Assignment of Lessor's Interest in Leases of even date by and between Borrower and Lender or that certain Agreement