

1.11 Inspection. Mortgagor shall permit any person designated by Mortgagee to visit and inspect the Premises, to examine the books of account and other records of Mortgagor with respect to the Premises, and to discuss the affairs, finances and accounts of Mortgagor with and to be advised as to the same by Mortgagor or a knowledgeable and duly authorized representative of Mortgagor, all at such reasonable times and intervals as Mortgagee may desire.

1.12 Restriction on Transfer. Without the prior written consent of Mortgagee thereto (which consent may be granted or withheld at Mortgagee's sole and absolute discretion) and the recordation of such consent in the public deed records in the Office of the Clerk of Court or Office of the Register of Mesne Conveyances of the County in which the Premises or any part thereof is located, prior to the cancellation, satisfaction and release by Mortgagee of this Mortgage, neither Mortgagor nor any party comprising Mortgagor shall grant, bargain, sell, convey, transfer, assign or exchange all or any portion of the Premises or the interest of Mortgagor or such other party in the Premises. For the purposes of this Section 1.12, any of the following shall constitute a transfer or conveyance of the Premises proscribed hereby: (i) in the event Mortgagor or any party comprising Mortgagor shall be a corporation, if any amount of any class of stock in Mortgagor or such party comprising Mortgagor shall be granted, bargained, sold, conveyed, transferred, assigned or exchanged after the execution and delivery of this Mortgage and, after such transaction, more than fifty percent (50%) of such class of stock shall be owned by a party or parties other than the party or parties owning such stock as of the date of the execution and delivery of this Mortgage; and (ii) in the event Mortgagor or any party comprising Mortgagor shall be a general partnership or a limited partnership, (A) if any general partnership interest in Mortgagor or such party comprising Mortgagor shall be granted, bargained, sold, conveyed, transferred, assigned or exchanged after the execution and delivery of this Mortgage, or (B) if any amount of any class of limited partnership interests in Mortgagor or such party comprising Mortgagor shall be granted, bargained, sold, conveyed, transferred, assigned or exchanged after the execution and delivery of this Mortgage and, after such transaction, more than fifty percent (50%) of such class of limited partnership interests shall be owned by a party or parties other than the party or parties owning such limited partnership interests as of the date of the execution and delivery of this Mortgage. The foregoing proscription shall apply to any such sale, conveyance, transfer, assignment or exchange, whether made with or without consideration, and whether arising voluntarily or involuntarily, by reason of merger, consolidation or reorganization, by operation of law, or otherwise.

1.13 Escrow Deposit. Further to secure the payment of the taxes, special assessments and insurance premiums payable with respect to the Premises, Mortgagor, upon demand by Mortgagee therefor, shall deposit with Mortgagee, on the due date of each monthly installment due under the Note, a sum which, in the estimation of Mortgagee, shall be equal to one-twelfth (1/12) of the amount of annual taxes, special assessments and casualty insurance premiums payable with respect to the Premises. The deposit shall be held by Mortgagee, free of interest, and free of any liens or claims on the part of creditors of Mortgagor and as part of the security of Mortgagee, and shall be used by Mortgagee to pay current taxes, special assessments and casualty insurance