

any governing due date, but prior to any late date or penalty date, and provided there is no default hereunder, under the Note, or under any of the Security Documents, then mortgagor may elect not to deposit with mortgagee the sums required in subparagraph (a) of this Section 2(o); provided that if any such default shall occur, then mortgagor, upon written demand by mortgagee, shall immediately fund the said deposits in such amount as is determined to be necessary according to the provisions of such subparagraph (a), and said deposits shall be placed in a segregated interest-bearing account for mortgagor's benefit and shall not be commingled with mortgagee's other funds; provided further that following a reasonable period, but not less than one (1) year in any event, if mortgagor fully and faithfully deposits the sums required following such demand by mortgagee, then mortgagor may request that it be given the right to not deposit with mortgagee the sums required in such subparagraph (a), and mortgagee shall not unreasonably withhold its consent to such request.

p) Maintenance of Books and Records.

Mortgagor shall keep and maintain full and correct books and records showing in detail all earnings and expenses of the Mortgaged Property and shall permit mortgagee or its representatives to examine such books and records and all supporting vouchers and data at any time and from time to time on request, at its offices, or at such other locations as may be mutually agreed upon. Within fifteen (15) days after demand therefor by mortgagee, mortgagor will furnish to mortgagee an operating statement and rent roll showing in detail all such earnings and expenses since the last such statement, verified by the affidavit of mortgagor's general partners, together with a then current financial statement for mortgagor.

q) Intentionally Deleted.

r) Further Assurances.

Mortgagor shall, upon five (5) days' written notice from mortgagee, execute and deliver such additional financing statements, supplemental mortgages, or other documents, instruments and security agreements which may from time to time be reasonably required to protect and preserve mortgagee's security for the Indebtedness.

s) Assignment of Leases, Rents and Profits.

Mortgagor shall comply with all of the terms and conditions of the Assignment of Leases, Rents and Profits.

NEGATIVE COVENANTS

3. Negative Covenants.

Until the Indebtedness shall have been paid in full, mortgagor covenants and agrees as follows:

a) Use Violations, Etc.

Mortgagor will not use the Mortgaged Property or any part thereof or allow the same to be used or occupied for any purpose other than as contemplated by this Mortgage or other Security Documents, or for any unlawful purpose or otherwise in any manner in violation of any law, ordinance or regulation or any

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