

for any such purpose or purposes. The rights of Mortgagee under this section are in addition to all rights granted Mortgagee in this Mortgage and the Note.

Section 2.09. Statement To Be Furnished by Red Roof.

Red Roof shall, within ten (10) days upon request by mail, furnish a written statement to Mortgagee, duly acknowledged, of the amount then due under this Mortgage, and whether any offsets or defenses exist against the Mortgage debt.

Section 2.10. Performance of Leases and Assignment, Modification and Advance Collection of Rents. Red Roof will observe and perform all covenants, conditions and agreements contained in any lease or leases now or hereafter affecting the Mortgaged Property, or any portion thereof, on the part of Red Roof to be observed and performed. If Red Roof shall default in the performance of any of the terms, covenants, conditions or obligations imposed upon Red Roof by any such lease or leases, which default would give the lessee or lessees the right to terminate or cancel the said lease or leases or make monetary advances and offset the same against future rentals, then, at the option of Mortgagee, the whole of the indebtedness secured by this Mortgage, including all advances and payments by Mortgagee hereunder, shall become immediately due, payable and collectible by foreclosure, or otherwise, without notice or demand.

Red Roof shall not, without first obtaining the written consent of the Mortgagee:

- (a) assign its interest in any lease of, or assign the rents or any part thereof from, the Mortgaged Property;
- (b) collect any of the rents, income or profits arising or accruing from the Mortgaged Property, or any lease thereof, more than thirty (30) days in advance of the time when the same shall become due;