

also to the terms, covenants, and condition of the Prior Notes and the Prior Encumbrances.

Fourteenth: ACCOUNTS. With respect to the Property and the operation thereof, Mortgagor will keep or cause to be kept, in accordance with generally accepted accounting principles, such books of record and account as may be required to accurately reflect its interest in the Property and operations. Mortgagee shall have the right to examine said books of record and account annually, or more often upon the occurrence of any default under this instrument, at such reasonable times and intervals as Mortgagee may elect. Upon the written request of Mortgagee, Mortgagor will furnish to Mortgagee within ninety (90) days after the end of each fiscal year of Mortgagor, a statement of income and expenses accurately setting forth the operation of its interest in the Property and operations thereof, for such fiscal year, in reasonable detail, and stating in comprehensive form the figures as of the end of the previous year, certified to by a duly authorized officer of Mortgagor, also a rent schedule (as of the end of the fiscal year) showing units occupied classified by size or type, rents per month per unit and also showing vacant units and proposed rent therefrom.

Fifteenth: PREPAYMENT OF RENT. Mortgagor will not accept any prepayment of rent or installments of rent for more than two (2) months in advance without the prior written consent of Mortgagee. Mortgagor, upon request, from time to time, but not more often than annually, unless a default shall have occurred under this Mortgage, will furnish to Mortgagee in such reasonable detail as Mortgagee may request, certified by a duly authorized officer of Mortgagor, copies of all leases relating to the Property. Further, Mortgagor, upon request, will furnish to Mortgagee information relative to the occupancy and vacancy rates on the Property.

## ARTICLE II

First: EVENT OF DEFAULT. The term "default" or "event of default," whichever used in this Mortgage and Security Agreement, shall mean any one or more of the following events: