

defined from the date incurred until paid by Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage.

1.14 Mortgagee's Performance of Defaults. If Mortgagor defaults in the payment of any tax, assessment, encumbrance or other imposition, in its obligation to furnish insurance hereunder or in the performance or observance of any other covenant, condition or term in this Mortgage or in any other instrument securing the Note, Mortgagee may at its option perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Mortgagee in connection therewith shall become due and payable immediately by Mortgagor. The amounts so incurred or paid by Mortgagee, together with interest thereon at the Default Rate as hereinafter defined from the date incurred until paid by Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage. Nothing contained herein shall be construed as requiring Mortgagee to advance or expend monies for any purposes mentioned in this paragraph, or for any other purpose. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or terms, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

1.15 Books and Records. Mortgagor shall keep and maintain at all times complete, true and accurate books of accounts and records reflecting the results of the operation of the Mortgaged Property. Mortgagor shall furnish to Mortgagee a balance sheet and a statement of income and expenses in accordance with the terms of the Loan Agreement. Mortgagor shall permit Mortgagee to inspect said books and records in accordance with the terms of the Loan Agreement.

1.16 Estoppel Affidavits. Mortgagor, within ten (10) days after written request from Mortgagee, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Note, and any other unpaid sums secured hereby, and whether or not any offsets or defenses exist against such principal and interest or other sums.

1.17 Purchase and Sale Agreement. Mortgagor shall perform, observe and comply with all provisions of that certain Purchase and Sale Agreement between Mortgagor, Mortgagee and Continental American Life Insurance Company of even date herewith (the "Purchase and Sale Agreement").

1.18 Eckerd Taxes and Insurance. Notwithstanding the foregoing provisions of 1.05 (c) and 1.06 (d) hereinabove so long as there is not an event of default under any of the terms, covenants and conditions of the Note, this Mortgage or any other instruments securing the Note to be kept, performed or observed by Mortgagor, Mortgagee acknowledges and agrees that Mortgagor need not escrow taxes, assessments or insurance premiums relating to the "Eckerd" portion of the subject improvements. Mortgagor and Mortgagee agree that unless individual tax bills, assessments and insurance premiums are available the proportion of taxes, assessments and insurance premiums allocable to the "Eckerd" portion of the improvements shall be determined by dividing the total square footage of the improvements (21,480) by the square footage occupied by the "Eckerd" store (8,640).

1.19 Liens and Security Interests. Mortgagor shall not, without the prior written consent of Mortgagee, permit any other person or entity to obtain any interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof. Mortgagor shall not, without the prior written consent of Mortgagee, further assign the rents from the Mortgaged Pro-