- 15. Annual operating statements prepared by a Certified Public Accountant are to be provided within ninety (90) days of the Borrower's Fiscal Year.
- 16. During the period when this mortgage and the note secured hereby are held by Mortgagee, payment of said note shall not be secured by any personal property described herein unless this mortgage shall be modified as provided in the following sentence. Mortgagor covenants that all personal property and fixtures placed in or upon the real estate conveyed hereby will be free of any and all liens and encumbrances of any kind whatsoever and at any time while said Mortgagee shall be the holder of the note secured hereby and upon the written request of said Mortgagee, the Mortgagor will convey to Mortgagee as further security for the note secured hereby the personal property and fixtures hereinbefore described or referred to and will execute and record at Mortgagor's expense such financing statements or other documents as may be appropriate to give notice thereof to third parties.
- amounts payable thereunder or hereunder shall become immediately due and payable at the option of Mortgagee in the event Mortgagor without Mortgagee's written consent transfers more than a total of twenty-five percent (25%) of the ownership of the property covered hereby or if Mortgagor is a corporation or partnership and there is a change in ownership of more than twenty-five percent (25%) in the stock of the corporation or the shares of the partnership.
- 18. Any agreement, obligation or liability made, entered into or incurred by or on behalf of Mortgagee binds only its trust property and no shareholder, trustee, officer or agent of the Trust assumes or shall be held to any liability therefor.