

officer or treasurer of a corporate owner, of the income and expenses of mortgagor from and relating to the premises for the last 12 month calendar period prior to the giving of such notice together with a copy of any financial information related to the premises furnished to mortgagor within such 12 month period by any tenant of all or any portion of the premises.

16. That in the event of any default by the mortgagor in the performance of any of the terms, covenants and provisions of this mortgage (which shall continue beyond any applicable notice or grace period with respect to such default), it shall be lawful for the mortgagee to enter upon and take possession of the premises without the appointment of a receiver, or an application therefor, and to let the same, either in its own name, or in the name of the mortgagor, and to receive the rents, issues and profits of the premises and to apply the same, after the payment of all necessary charges and expenses, on account of the amount hereby secured; that said rents and profits are, in the event of any such default, hereby assigned to the mortgagee; and that upon notice and demand, the mortgagor will transfer and assign to the mortgagee, in form satisfactory to the mortgagee, the mortgagor's interest in any lease now or hereafter affecting the whole or any part of the premises.

17. In the event that this mortgage is foreclosed or the mortgagee (or a receiver) collects the rents, issues and the profits of the premises, then the mortgagee shall ^{receive and} retain that portion of the proceeds thereof (or, in the case of a