Twelfth: [redacted] The Mortgagor will furnish to the Mortgagee within ninety days after the end of each fiscal year of the Mortgagor a statement of income and expenses accurately setting forth the operation of its interest in said premises and operations for such fiscal year in reasonable detail and stating in comparative form the figures as of the end of their previous fiscal year, certified by a Certified Public Accountant satisfactory to the Mortgagee, 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.

Thirteenth: CONDEMNATION. If all or any part of the premises shall be damaged or taken through condemnation (which term when used in this mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Mortgagee, who after deducting therefrom all its expenses, including attorney's fees, may release any monies so received by it without affecting the lien of this mortgage and may apply the same in such manner as the Mortgagee shall determine, to the reduction of the sum secured hereby and to any prepayment fee provided in the note or herein provided, and any balance of such monies then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignment of any compensation, awards, damages, rights of action and proceeds as the Mortgagee may require.

Fourteenth: COMPLIANCE WITH COMMITMENT. Should the Mortgagor fail in any respect whatsoever to comply with the terms and provisions of the commitment upon which the loan hereby secured was predicated, the indebtedness secured by this mortgage shall immediately become due and payable at the option of the Mortgagee.

Fifteenth: PREPAYMENT OF RENT. The Mortgagor will not accept any prepayment of rent or installments of rent for more than two months in advance without the prior written consent of the Mortgagee. The 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 the Mortgagee in such reasonable detail as the Mortgagee may request, certified by the Mortgagor, copies of all leases relating to the premises; and on demand, the Mortgagor will furnish to the Mortgagee executed counterparts of any and all such leases. Further, the Mortgagor, upon request, will furnish to the Mortgagee information relative to the occupancy and vacancy rates on the mortgaged property.

ARTICLE II.

First: EVENT OF DEFAULT. The term default or event of default wherever used in this mortgage and security agreement, shall mean any one or more of the following events:

(a) Failure by the Mortgagor to pay as and when due and payable any installment of principal, interest or escrow deposits;

(b) Failure by the Mortgagor to duly observe any other covenant, condition or agreement of this mortgage; or