

and produce receipts therefor upon demand, to immediately pay and discharge any claim, lien, or encumbrance against the Premises which may be or become superior to this Mortgage or have priority in payment to the debt secured hereby, and to permit no default or delinquency on any other lien, encumbrance or charge against the Premises.

6. As long as any of the indebtedness secured hereby remains unpaid, Mortgagor, its successors and assigns, shall keep full and accurate financial books and records relating to the Premises and shall, without expense to Mortgagee, furnish to Mortgagee within ninety (90) days after the end of each of Mortgagor's fiscal years the annual audit reflecting the operations of the Premises, certified by general partner of Mortgagor and any and all supporting data as required by Mortgagee. Mortgagee shall have the right to inspect the Premises and all applicable books and records relating thereto and make copies thereof, at reasonable times and upon reasonable notice.

7. To first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of such Mortgagee, before (a) removing or demolishing any buildings now or hereafter erected on the Premises, or (b) altering the arrangement, design or structural character thereof, or (c) making any repairs which involve the removal of structural parts of the exposure of the interior of such building to the elements.

8. Mortgagor shall keep the Premises in good condition and repair, reasonable wear and tear excepted; shall not permit nor perform any act which would in any way impair the value of the Premises, shall not remove any fixture located on the above described real property without the written consent of Mortgagee; and shall neither commit nor permit waste of the Premises.