

REC-1622-100886

singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders;

17. Mortgagor shall furnish annually, within four months after the end of each fiscal or operational year, certified copies of Annual Operating Statements on the operation of this property; such statement shall be accompanied by a rent roll in substance and form satisfactory to the Mortgagee containing at least the following information: tenant name; square feet leased; annual rental.

18. If the Mortgagor during the term hereof, sells, assigns, or transfers all, or any part, of the Mortgagor's interest in the property above described and secured hereby, such sale, assignment or transfer being made without the express written consent of the Mortgagee, the Mortgagee, at its option, may declare all sums then owing by the Mortgagor to the Mortgagee immediately due and payable at par.

19. That it will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions, and agreements imposed upon or assumed by the Mortgagor as Landlord (or similar designation) under any lease, now or hereafter in effect, including any amendments or supplements to such lease, covering any part of the above described property or any other property owned or controlled by the Mortgagor that is affected by the terms, provisions, covenants, conditions and agreements imposed upon or assumed by the Mortgagor in such lease, hereinafter, whether one or more, referred to individually or collectively as "Tenants' leases", and that it will not do, or permit anything to be done, or omit and refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of said Tenants' leases or to abate the rental due thereunder. If the Mortgagor shall, in any manner, fail in this agreement, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under any of said Tenants' leases. Mortgagee shall have the right to enter upon the above described property and any other property owned or controlled by Mortgagor which is affected by any of the Tenants' leases to such extent and as often as Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by Mortgagor. Mortgagee may expend such sums of money as Mortgagee, in its sole discretion deems necessary for any such purpose, and Mortgagor hereby agrees to pay to Mortgagee immediately upon demand, all sums so expended by Mortgagee, together with interest thereon from the date of each such payment at twelve and three-fourths (12.75%) percent per annum. All sums so expended by Mortgagee, and the interest thereon shall be added to and secured by the lien of this instrument.

20. That it will promptly and fully keep, perform and comply with all the terms, provisions, covenants and conditions imposed upon Mortgagor under any assignment of any lease or leases of the premises executed by Mortgagor, as assignor, and given to Mortgagee, as assignee, as additional security for the payment of the indebtedness secured hereby and any other agreement given by Mortgagor to Mortgagee as additional security for the payment of such indebtedness. In the event Mortgagor suffers or permits to occur any breach or default under the provisions of any such assignment of lease or leases of the premises or any other agreement given as additional security and such default shall continue for ten (10) days, such breach or default shall constitute a default under the Mortgage and at the option of Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall become due and payable as in the case of other defaults.

21. By giving the holder of this Mortgage sixty (60) days' advance written notice, privilege is reserved after 120 months from date of the first principal repayment hereunder to make additional payments on the

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