

the terms of this instrument, the Mortgagor may continue to collect and enjoy said rents without accountability to the Mortgagee. This assignment of rents and power of attorney shall be irrevocable and shall be in addition to the other remedies herein provided for in event of default and may be put into effect independently of or concurrently with any of said remedies, but no liability shall attach to the Mortgagee for failure or inability to collect any rents herein assigned. This assignment, lien and power of attorney shall apply to all rents hereafter accruing from present leases and rentals of the above-described property and from all leases and rentals hereafter made by the present and all future owners of the property and any purchaser of the property shall take subject to all the provisions and conditions set out herein. Occupants of the premises upon being requested to do so by the Mortgagee or its agent shall pay said rents and profits to the Mortgagee or its agent without further evidence of the consent of the Mortgagor to such payment and the receipt of the Mortgagee or its agent for such payment shall be of the same force and effect as if said payments had been made to the Mortgagor.

11. That, at the option of the Mortgagee, the indebtedness secured by this mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person or entity in any manner. ~~whatsoever other than by or through the Mortgagor or by and through a corporate officer.~~ It is understood and agreed that in consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee at its option, may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this mortgage and/or the note secured hereby.

12. That with respect to the said premises and the operations thereof, the Mortgagor will keep or cause to be kept books and records in accordance with generally accepted accounting principles covering the operation of the premises, and to permit Mortgagee's representative to examine such books and records and supporting data upon the premises at any reasonable time and from time to time as the Mortgagee may request. On demand of the Mortgagee, Mortgagor shall deliver to the Mortgagee, within ninety (90) days after the close of each of the Mortgagors' fiscal years, an annual statement of operations for the premises for the preceding fiscal year, prepared and certified by an independent public accountant acceptable to the Mortgagee. Mortgagor shall promptly provide upon Mortgagee's request, copies of any and all tax returns, reports, statements, copies of all reports submitted to Mortgagor by its independent public accountants, an accurate and complete listing of all tenants of the premises and lease data as requested by the Mortgagee, together with true and accurate copies of all lease agreements and such other information concerning the financial condition and operation of the Mortgagor and the premises as Mortgagee may require.

13. That the enactment of any new statute or law by any governmental agency or body, or the legal interpretation of any existing statute or law, that in the judgment of the Mortgagee materially interferes with the mortgaged premises or with the operation of the business in which the Mortgagor is engaged, shall, at the option of the Mortgagor, constitute a default hereunder.

14. That in the event of the passage after the date of this mortgage of any law deducting any lien thereon from the value of land for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the Mortgagee, without notice, become immediately due and payable.

15. That the Mortgagor will execute and deliver to the Mortgagee, on demand, any instrument or instruments necessary to reaffirm, to correct and to perfect the evidence of the obligations secured hereby and the lien of the mortgage to the mortgaged premises.

16. That the occurrence of any one or more of the following events shall constitute a default hereunder:

(a) Should the Mortgagor fail to make in a timely manner any payment payable by virtue of the mortgage note secured hereby, or fail to make any other payment secured hereby or required hereunder, or fail to fulfill any other undertaking secured hereby;

(b) Should any representation or warranty of the Mortgagor contained herein or in any other instrument, transfer, conveyance or assignment given to secure the mortgage debt, prove to be untrue or misleading in any material respect;

(c) Should the premises be subject to actual or threatened waste, or any part thereof be removed, demolished, or materially altered so that the value of the premises be diminished, except as a result of eminent domain proceedings;

(d) Should any federal, state, or local tax lien, or any claim of lien for labor or materials, or any other lien or encumbrance be filed of record against the Mortgagor or the premises and not be removed by payment or bond in the manner provided by law within thirty (30) days from the date of recording;

(e) Should any claim of priority to this mortgage by title, lien, or otherwise be asserted in any legal, administrative, or equitable proceeding;

(f) Should the Mortgagor make any assignment for the benefit of creditors; or should a receiver, liquidator, or trustee of the Mortgagor or of any of the Mortgagor's property be appointed; or should any petition for the adjudication of bankruptcy, reorganization, composition, arrangement or similar relief as to the Mortgagor, pursuant to the Federal Bankruptcy Act or any other law relating to insolvency or relief for debtors, be approved by a court of competent jurisdiction and not stayed within thirty (30) days after such approval; or should the Mortgagor be adjudicated a bankrupt or insolvent; or should the Mortgagor be liquidated or dissolved; or should the Mortgagor's good standing expire or be revoked;

(g) Should Mortgagor grant any junior encumbrance on the premises without the prior written consent of the Mortgagee;

(h) Should the Mortgagor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this mortgage, the mortgage note secured hereby, in