

13. Without affecting the liability of any person (other than any person released pursuant hereto) for payment of any indebtedness secured hereby, and without affecting the lien hereof upon any property not released pursuant hereto, Mortgagee may at any time and from time to time, without notice:

- (a) Release any person liable for payment of any indebtedness secured hereby.
- (b) Extend the time, or agree to alter the terms, of payment of any of the indebtedness.
- (c) Accept additional security of any kind.
- (d) Release any property securing the indebtedness.  
of
- (e) Consent to the making/any map or plat of the premises, or the creation of any easements thereon or any covenants restricting use or occupancy thereof.

14. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

15. It is covenanted and agreed by Mortgagor for itself, its Successors and Assigns, that if title to the property herein described or any part thereof is transferred, including transfers by consolidation or merger with another corporation or otherwise, the person or corporation to whom title is transferred shall assume and agree to pay the Note hereby secured and that in the absence of such assumption, the Note hereby secured shall, at once, at the option of the holder thereof, become due and payable, provided, however, this condition shall not apply to any portion of the property which may be sold or transferred by reason of condemnation or operational necessity.

16. The Mortgagor, for itself, its Successors and Assigns, does hereby covenant and agree that it and any person or entity to whom title of the property herein described, is transferred, will keep and maintain its books and records in accordance with modern and accepted accounting principles and practices (and will cause any subsidiaries to do likewise) and will furnish and deliver to the Mortgagee within ninety days after the close of each fiscal year for the duration of this Mortgage, its financial statements and also financial statements of any subsidiaries (in duplicate) certified by an independent public accountant, which statements shall embrace and directly reflect its operation for the twelve months next preceding the last day of its or their fiscal year, and which financial statement shall show its or their assets or liabilities and gross income and the sources thereof, operating expenses, cost of betterments made in connection with its property.

If Mortgagor shall fully perform all obligations, covenants and agreements of this Mortgage, and of the Note secured hereby, then this Mortgage and all Assignments herein contained shall be null and void; otherwise, to remain in full force and effect.