

28. The mortgagor will submit to the mortgagee annual audit reports of the operation of the WOOTEN CORPORATION OF WILMINGTON. Each such annual audit report shall be certified by a Certified Public Accountant and prepared in accordance with standard accounting procedures and shall be rendered within 90 days after the end of the fiscal year of said corporation.

29. The said mortgagor does hereby bind itself and its successors and assigns to procure or execute any further necessary assurances of title to the said premises, and also to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, from and against itself and its successors and assigns, and against every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

30. The mortgagor herein does hereby covenant and agree that the leases in effect in and upon the hereinabove described real property and the improvements situated thereon are a material consideration for the advancement of funds as set forth in the note hereby secured and the mortgagor does moreover agree that the aforesaid noteholder may at its option declare the whole of the aforesaid indebtedness immediately due and payable and proceed with foreclosure of this Mortgage in the manner hereinabove set forth should either of the following events occur: (1) Should any lessee in any lease in or upon the above described property declare a breach or forfeiture of said lease and attempt a cancellation thereof because or by virtue of a default of the lessor therein; or (2) in the event the lessee under said lease shall not declare a breach of forfeiture and attempt a cancellation thereof but nonetheless advises the lessor of a default in any of the terms and provisions of said lease or if the noteholder hereunder shall notify the lessor of any such default, and the lessor shall have failed to completely cure such default within thirty days of receipt of said notice. The mortgagor herein, its successors or assigns, does hereby appoint the noteholder as its agent for the performance of any obligation of said mortgagor in any lease affecting the mortgaged premises provided however that any such acts by said noteholder shall be solely at its option and election and for the purposes of protecting its security interest in the mortgaged premises. This



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