

curred by the Mortgagee in connection therewith, shall be added to the debt secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee. The Mortgagee shall be the sole judge of the legality, validity and priority of any such tax lien, assessment, charge, claim or premium; of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor.

Twelfth: BOOKS, RECORDS AND ACCOUNTS. The Mortgagor will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the premises or in connection with any services, equipment or furnishings provided in connection with the operation of the premises, whether such income or expenses be realized by the Mortgagor or by any other person or entity whatsoever excepting sublessors unrelated to and unaffiliated with the Mortgagor and who leased from the Mortgagor portions of the premises for the purposes of occupying the same. Mortgagee shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of the Mortgagor or other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as Mortgagee shall desire. The Mortgagor will furnish to the Mortgagee within ninety days after the end of each calendar year of the Mortgagor a statement of income and expenses accurately setting forth the operation of its interest in said premises and operations for such calendar year in reasonable detail and stating in comparative form the figures as of the end of their previous calendar year, certified by a Certified Public Accountant satisfactory to the Mortgagee, also a rent schedule (as of the end of the calendar year) showing units occupied classified by size or type, rents per month per unit and also showing vacant units and proposed rent therefrom.

Thirteenth: CONDEMNATION. If all or any part of the premises shall be damaged or taken through condemnation (which term when used in this mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Mortgagee, who after deducting therefrom all its expenses, including attorney's fees, may release any monies so received by it without affecting the lien of this mortgage and may apply the same in such manner as the Mortgagee shall determine, to the reduction of the sum secured hereby and to any prepayment fee provided in the note or herein provided, and any balance of such monies then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignment of any compensation, awards, damages, rights of action and proceeds as the Mortgagee may require.

Fourteenth: COMPLIANCE WITH COMMITMENT. Should the Mortgagor fail in any respect whatsoever to comply with the terms and provisions of the commitment upon which the loan hereby secured was predicated, the indebtedness secured by this mortgage shall immediately become due and payable at the option of the Mortgagee.

Fifteenth: PREPAYMENT OF RENT. The Mortgagor will not accept any prepayment of rent or installments of rent for more than two months in advance without the prior written consent of the Mortgagee. The Mortgagee upon request, from time to time, but not more often than annually unless a default shall have occurred under this mortgage, will furnish to the Mortgagee in such reasonable detail as the Mortgagee may request, certified by the Mortgagor, copies of all leases relating