

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 Borrower 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 Borrower or by any other person or entity whatsoever excepting sublessors unrelated to and unaffiliated with the Borrower and who leased from the Borrower portions of the same. Lender 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 Borrower or other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as Lender shall desire.