

to Grantee all such information with respect to the Property or any part thereof as from time to time may reasonably be requested. Grantee and its authorized representatives may inspect the Property or any part thereof and the books and records of Grantor relative thereto and to this Mortgage at all reasonable times and may enter upon the Property for such purpose. Grantee shall not have any duty to make any such inspection and shall not incur any liability or obligation for not making such inspection.

11. Accounting; Annual Financial Statement. Grantor will maintain a standard system of accounting with respect to the Property established and administered in accordance with generally accepted accounting principles consistently followed throughout the periods involved, and will set aside on its books all such proper reserves for each fiscal year for depreciation, obsolescence and amortization and other purposes as shall be required by generally accepted accounting principles. Grantor will deliver (in duplicate) to Grantee and to any other holder of the note, as soon as practicable after the end of each fiscal year and in any event within 90 days thereafter, a statement of income and expenses of the Property for such year, setting forth in comparative form the figures for the previous fiscal year, all in reasonable detail and certified by an independent certified public accountant, who is a member of the American Institute of Certified Public Accountants, selected by Grantor and satisfactory to Grantee.

12. Right to Perform Covenants, etc. If Grantor shall fail to make any payment or perform any act required to be made or performed hereunder, Grantee, without notice to or demand upon Grantor and without waiving or releasing any obligation or default hereunder, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Grantor and may enter upon the Property for such purpose and take all such action thereon as, in Grantee's opinion, may be necessary or appropriate therefor, even though such failure may be questioned or denied by Grantor or by any party on behalf of Grantor. All payments so made by Grantee and all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred in connection therewith or in connection with the performance by Grantee of any such act shall become a part of the principal secured hereby and the same together with interest thereon at the rate of 11% per annum from the date of payment or incurring, shall be paid by Grantor to Grantee on demand.

13. No Credit for Payment of Taxes. Grantor shall not be entitled to any credit against the principal of and interest on the Note, or any other sums which may become payable under the terms thereof or hereof, by reason of the payment of any tax on the Property or any part thereof.

14. Specific Assignment of Rent, Claims, etc., under Occupancy Leases. Without limiting the generality of the granting clauses hereof, Grantor hereby presently and irrevocably assigns, transfers and sets over to Grantee:

- (a) All rents and other sums due or to become due to Grantor from the tenant under any Occupancy Lease; and
- (b) all claims, rights, powers, privileges and remedies of Grantor, whether arising under any Occupancy Lease or by statute or at law or in equity or otherwise consequent on any failure by the tenant to perform or comply with any term of any Occupancy Lease, provided that the assignment of such claims, rights, powers, privileges and remedies shall not constitute a surrender by Grantor of the same, but such claims, rights, powers, privileges and remedies may, notwithstanding such assignment, be exercised or enforced by either Grantor or Grantee; and