

connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor (including the assignment of any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof) for any taking, either permanent or temporary, under any such proceeding.

10. That the Mortgagor and all subsequent owners of the mortgaged premises shall keep and maintain full and correct books and records showing in detail the earnings and expenses of said premises and shall permit the Mortgagee or its representative to examine such books and records and all supporting vouchers and data at any time and from time to time on request at its offices, hereinbefore identified, or at such other location as may be mutually agreed upon; within ten (10) days after demand therefor, and in any event, within sixty (60) days following the expiration of Mortgagor's first fiscal year and following the expiration of each fiscal year thereafter during the term of this Mortgage will furnish to the Mortgagee a statement showing in detail all such earnings and expenses since the last such statement verified by the affidavit of the Mortgagor or the owner, or if the same be a corporation, by an affidavit of its principal executive officer.

11. That upon default by Mortgagor in performance of any of the terms, covenants or conditions herein or in said Note contained, Mortgagee may, at its option and whether electing to declare the whole indebtedness due and payable or not, perform the same without waiver of any other remedy, and any amount paid or advanced by Mortgagee in connection therewith, or any other costs, charges or expenses incurred in the protection of said premises and the maintenance of this lien with interest thereon at the rate set forth in said Note shall be repayable by the Mortgagor without demand, shall be a lien upon the mortgaged premises prior to any right or title to, interest in or claim thereon attaching or accruing subsequent to the lien of this Mortgage and shall be deemed to be included in and secured by this Mortgage.

12. That Mortgagee, in making any payment herein and hereby authorized, in the place and stead of the Mortgagor; relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions or liens asserted against the premises may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge shall be the sole judge of the legality or validity of same; or otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this paragraph, may do so whenever, in its judgment and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument, and provided further that in connection with any such advance, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the costs and expenses of which shall be repayable by the Mortgagor without demand and shall be secured hereby.