

28. The mortgagor, its successors or assigns, in order to more fully protect the security of this mortgage, covenants and agrees that, in addition to the monthly payments of principal and interest under the terms of the Note hereby secured, it will pay on the first day of each month to the holder of the Note (or to a duly authorized agent) a sum equal to the pro rata amount sufficient, in the estimation of the holder of the Note (as determined each loan year during the term of the Note) to pay the required taxes and assessments on and against the property when they become due or payable. The holder of the Note (or its duly authorized agent) shall hold such payments, but without obligation to pay interest thereon, and shall apply the same to the payment of taxes and assessments as and when the same become due or payable. If the total of such monthly payment shall exceed the amounts needed, then the excess shall be held without interest for future payment; provided, however, that, in the event the mortgagor, its successors or assigns, so request in writing, the holder of the Note (or its duly authorized agent) shall, upon receipt of such request, return such excess to the party of the first part. If the total of such monthly payment shall at any time fail to provide sufficient funds to pay such taxes and assessments, when due and payable, then the mortgagor, its successors or assigns, upon written demand from the holder of the Note (or its duly authorized agent), shall pay the holder of the Note (or its duly authorized agent) that amount necessary to cover such deficiency therein. At such time as the mortgagor, its successors or assigns, shall have paid the Note secured by this Mortgage, the holder of the Note shall refund to the mortgagor, any excess funds accumulated hereunder. In the event of a foreclosure sale of the property, the holder of the Note may apply any balance remaining of the funds accumulated for the above purposes to the payment of such Note.

29. The mortgagor, its successors and assigns, shall furnish to Jefferson Standard Life Insurance Company, within 90 days of the end of each fiscal year during the term of this loan, an independent certified public accountant's annual audited and financial operating statements on the property described in this mortgage.

30. And it is further covenanted and agreed that the mortgagor, its successors and assigns, shall at all times keep in full force and effect a valid Sheraton Motor Inn franchise or license agreement covering the property herein described, which shall not be changed without the prior written consent of Jefferson Standard Life Insurance Company which consent shall not be unreasonably withheld. If at any time the mortgagor, its successor or assigns shall commit any act(s) or fail to commit any act(s) which, under the terms of the franchise or license would result in the termination thereof, the mortgagee, its successors or assigns, may, at its option (i) declare the whole principal sum and all accrued interest immediately due and payable, or (ii) undertake (or cause to be undertaken) to do any act(s) required by the mortgagor, its successors or assigns, under the franchise or license and/or to take whatever action necessary to require the mortgagor, its successors or assigns, to cease committing any acts prohibited by the franchise or license; and any expenses incurred by the mortgagee, its successors or assigns hereunder shall be charged, and secured hereby, to the mortgagor, its successors or assigns, that the principal