

in good operating order and condition and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to such end.

8. Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of the whole or any part of the Mortgaged Property, or any easement or interest therein, will notify Mortgagee of the pendency of such proceedings. Mortgagee may participate in any such proceedings and Mortgagor and Fee Owner from time to time will deliver to Mortgagee all instruments requested by it to permit such participation. Any award or compensation for property taken, or for damage to property not taken, is hereby assigned by Mortgagor and Fee Owner to and shall be received and collected by Mortgagee, and, in the event Mortgagor is in default hereunder, shall be applied, at the option of Mortgagee, to any part of the indebtedness secured hereby and in any order (notwithstanding that the said indebtedness may not then be due and payable) or to the repair and restoration of any property damaged, provided that any excess over the amount of such indebtedness shall be paid to Mortgagor and Fee Owner as their interests may appear. Unless Mortgagee has the option to elect to apply such award or compensation to the payment of the indebtedness secured hereby and so elects, Mortgagor will promptly, at Mortgagor's sole cost and expense, whether or not the award is sufficient for the purpose, commence and diligently continue to restore, repair, replace, rebuild or alter the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such condemnation, and Mortgagee shall hold and disburse the award to Mortgagor or its contractors as work progresses in accordance with and subject to the provisions of clauses (a) through (e) of Article 5 hereof. Such award or compensation may be commingled with Mortgagee's other funds, and no interest shall be due thereon from Mortgagee.

9. Books and Records. Mortgagor will keep adequate records and books of account with respect to the Mortgaged Property and the affairs, finances, accounts and business of Mortgagor generally, in accordance with generally accepted accounting principles, and will permit Mortgagee, by its agents, accountants and attorneys, to visit and inspect the Mortgaged Property and examine the said records and books of account and to discuss the aforesaid affairs, finances and accounts with Mortgagor or the officers of Mortgagor, at such reasonable times as may be requested by Mortgagee.

Mortgagor will furnish Mortgagee within sixty (60) days of the close of each fiscal year, and at such other times as Mortgagee may reasonably require, audited statements prepared by independent certified public accountants satisfactory to Mortgagee, in such detail as Mortgagee may reasonably require, showing the balance sheet of the Mortgaged Property and of Mortgagor, annual gross income and detailed operating expenses of the Mortgaged Property, the rent roll and such other relevant

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