

or any part of the Premises intended to be hereby mortgaged, whether now mortgaged, later substituted for, or acquired subsequent to the date of this mortgage and extensions or modifications thereof.

Upon request, made either personally or by mail, to certify by a writing, duly acknowledged, to Mortgagee or to any proposed assignee of this mortgage the amount of principal and interest then owing on the secured indebtedness, and whether or not any offsets or defenses exist against the secured indebtedness, within six (6) days in case the request is made personally, or within ten (10) days after the mailing of such request is made by mail.

To deliver to Mortgagee within ninety (90) days after the close of each fiscal year of Mortgagor (i) a statement in such reasonable detail as Mortgagee may request, certified by the Mortgagor or an executive officer of a corporate Mortgagor, of the leases relating to the Premises, and (ii) a statement in such reasonable detail as Mortgagee may request, certified by a certified public accountant or by the Mortgagor or an executive officer or treasurer of a corporate Mortgagor, of the income from and expenses of any one or more of the following: (a) the conduct of any business on the Premises, (b) the operation of the Premises, or (c) the leasing of the Premises or any part thereof, for the previous fiscal year, and on demand, Mortgagor shall furnish to Mortgagee executed counterparts of any such leases and convenient facilities for the audit and verification of any such statement and the current contract for elevator maintenance covering all elevators installed on the Premises.

All rents and profits of the mortgaged premises and the right, title and interest of the Mortgagor in and under all leases now or hereafter affecting the Premises, are hereby assigned and transferred to the Mortgagee. So long as, no default shall exist in compliance with any requirement hereof or any further instrument at any time executed with respect to this mortgage, the Mortgagor may collect assigned rents and profits for not more than two months in advance of the accrual thereof, but upon the occurrence of any such default, or at such later time as the Mortgagee in its sole discretion may fix by written notice, all right of the Mortgagor to collect or receive rents or profits shall wholly terminate.

That there shall be no construction on the property covered by this mortgage or on any adjoining land bounded on the North by the property covered by this mortgage, on the East by Laurens Street, on the South by West Washington Street, and on the West by Richardson Street, at any time owned or controlled by the Mortgagor or the Mortgagor's related business entities, without the prior written approval and consent of the Mortgagee.

That the term "default" or "event of default" whenever used in this mortgage, shall mean any one or more of the following events:

(a) Failure by the Mortgagor to pay the secured indebtedness, or any part thereof, when and as the same shall become due and payable and the continuance of the failure to pay for a period of ten (10) days.

(b) Any warranty of Mortgagor herein contained, or contained in any instrument, transfer, conveyance, assignment or loan agreement given with respect to the secured indebtedness, proved to be untrue or misleading in any material aspect.

(c) The premises being or becoming subject to actual or threatened waste, or any part thereof being removed, demolished or materially altered so that the value of the Premises becomes diminished except as provided for in the paragraph on condemnation.

(d) Any federal tax lien or claim of lien for labor or material being filed of record against Mortgagor or the Premises and not removed by payment or bond within thirty (30) days from date of recording.

(e) Any claim of priority to this mortgage by title, lien or otherwise being established in any legal or equitable proceeding.

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