

and none of them shall be in exclusion of the others; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

26. That wherever used in this mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein the word "Mortgagor" shall mean "mortgagor and/or any subsequent owner or owners of the premises," the word "Mortgagee" shall mean "mortgagee or any subsequent holder or holders of this mortgage", the word "note" shall mean "note or bond secured by this mortgage," the word "person" shall mean "an individual, corporation, partnership or unincorporated association," and the word "premises" shall include the real estate hereinbefore described, together with all equipment, condemnation awards and any other rights or property interests at any time made subject to the lien of this mortgage by the terms hereof.

27. That this mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

28. The Mortgagor will submit to the Mortgagee annual audit reports of the operation of the Mortgagor. Each such annual audit report shall be certified by a Certified Public Accountant and prepared in accordance with standard accounting procedures and shall be rendered within ninety days after the end of the fiscal year of said corporation.

29. The said Mortgagor does hereby bind itself and its successors and assigns to procure or execute any further necessary assurances of title to the said premises, and also to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns, from and against itself and its successors and assigns, and against every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

30. The Mortgagor herein does hereby covenant and agree that the leases in effect in and upon the hereinabove described real property and the improvements situated thereon are a material consideration for the advancement of funds set forth in the note hereby secured and the Mortgagor does moreover agree that the aforesaid noteholder may at its option declare the whole of the aforesaid indebtedness immediately due and payable and proceed with foreclosure of this mortgage in the manner hereinabove set forth should either