

attending the execution of the said trust as Receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the said premises to the payment of the amount due, including interest and the costs and a reasonable attorney's fee for the foreclosure and sale.

13. Should Mortgagor and Mortgagee hereafter enter into any agreement modifying or changing the terms of this Mortgage or the note secured hereby in any particular, the rights of the parties to such agreement shall be superior to the rights of the holder of any intervening lien or encumbrance.

14. Without affecting the liability of any person (other than any person released pursuant hereto) for payment of any indebtedness secured hereby, and without affecting the lien hereof upon any property not released pursuant hereto, Mortgagee may at any time and from time to time without notice:

- (a) Release any person liable for payment of any indebtedness secured hereby.
- (b) Renew the indebtedness, or extend the time, or agree to alter the terms of payment of any of the indebtedness.
- (c) Accept additional security of any kind.
- (d) Release additional security of any kind.
- (e) Consent to the making of any map or plat of the premises, or the creation of any easements thereon or any covenants restricting use or occupancy thereof.

15. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, pledges, contracts of guaranty, assignments of leases, or other securities, Mortgagee may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

16. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

17. That the Mortgagor shall permit the Mortgagee or its representatives to examine and inspect the premises at any reasonable times.

18. The Mortgagor covenants and agrees that it, its successors and assigns, will furnish to the Mortgagee, its successors and assigns, an annual audited operating statement of Income and Expense in form satisfactory to the Mortgagee and from a Certified Public Accountant, and supported by an affidavit of a principal in the ownership of the within described property, of the operation of the office building located on the property hereinabove described within ninety (90) days after the end of each calendar or fiscal year of the Mortgagor corporation, including Balance Sheet. Mortgagor shall furnish at its expense any reasonable request for information that the Mortgagee may require, including Mortgagee's own independent audit.

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