

shall impair any right, power or remedy consequent thereon.

28. DISCONTINUANCE OF PROCEEDING POSITION OF PARTIES RESTORED. In case the Mortgagee shall have proceeded to enforce any right, power or remedy under this Mortgage and such proceeding shall have been discontinued or abandoned, or for any reason shall have been determined adversely to the Mortgagee, then and in every such case this Mortgage shall continue in effect as if no such proceeding had been commenced.

29. MODIFICATIONS, ETC. ONLY IN WRITING. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by the Mortgagee and Mortgagor relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance affecting the Premises.

30. BOOKS AND RECORDS. That the Mortgagor shall maintain full and correct books and records showing in detail the income, expenses and earnings relating to the Premises, and to permit Mortgagee's representative to examine such books and records and all supporting vouchers and data upon the Premises at any time and from time to time as the Mortgagee may reasonably request, or at such other place within the United States of America as such books and records are customarily kept. Mortgagor shall deliver to Mortgagee, within ninety (90) days after the close of each fiscal year of Mortgagor, a balance sheet of Mortgagor as of the close of such fiscal year and statements of income and retained earnings and source and application of funds for the year then ended, prepared in conformity with generally accepted accounting principles, applied on a basis consistent with that of the preceding year or containing disclosure of the effect on financial position or results of operations of any change in the application of accounting principles during the year, and