

empowered to collect and receive the proceeds of any such award or awards from the authorities making same and shall, at the Mortgagee's election, use such proceeds in any one or more of the following ways: 1) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured, 2) use the same or any part thereof to fulfill any of the covenants contained herein as the Mortgagee may determine, 3) use the same or any part thereof to replace or restore the property to a condition satisfactory to the Mortgagee, or 4) release the same to the Mortgagor; and the Mortgagor hereby covenants and agrees to and with the Mortgagee, upon request by the Mortgagee, to make, execute, and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award or awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever. The Mortgagor shall, upon receipt of any notice, oral or written, of threat of condemnation, or actual condemnation proceedings, give notice by registered mail of same to the Mortgagee within 15 days thereof.

14. Mortgagor's Annual Financial Statement. Mortgagor, its successors and assigns, will, at the option of the Mortgagee, deliver to the Mortgagee, their successors or assigns, annually, a financial statement consisting of a balance sheet together with a complete itemized statement of annual income, gross receipts, charges and disbursements in connection with the business and the said mortgaged premises, duly verified by a reputable auditing firm within sixty (60) days after the close of the Mortgagor's fiscal year and each year hereafter during the entire term of this Mortgage. The Mortgagor shall exhibit to the Mortgagee, if required by the Mortgagee, evidence that the payment of all federal, state and local taxes which may be applicable to the personal property covered by the lien of this Mortgage have been paid in full and are current.

15. Forebearance by Mortgagee not a Waiver. No delay by the 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. No failure of Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured, no forbearance by Mortgagee after the exercise of such option and no withdrawal or abandonment of foreclosure proceedings by Mortgagee after the exercise of such option shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past, present or future default on the part of Mortgagor and, in like manner, the procurement of insurance or the payment of taxes or other liens, debts or charges by the Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason or the failure of Mortgagor to procure such insurance or to pay such taxes, debts, liens or charges.

16. Indulgences and Releases. It is understood and agreed that the Mortgagee may at any time, without notice to any person, grant to the Mortgagor any indulgences or forbearance, or any extension of time for the payment of any indebtedness secured hereby, or allow any change or changes, substitution or substitutions of any of the property described in this Mortgage, or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of the Mortgagor, any endorsers or guarantors of the indebtedness hereby secured or any other person, for the payment of said indebtedness together with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the property and other collateral which is not changed or substituted; and it is also understood and agreed that the Mortgagee may at any time without notice to any person release any portion of the property described in this Mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of the Mortgagor, all

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