

10. Mortgagor will not cause or permit to be created any encumbrance, lien or other interest on or against the Property, except this Mortgage and other interests granted Mortgagee as security for the Note. Mortgagor will not further assign, in whole or in part, the rents, income, or profits arising from the Property, or in any manner impair the security of this Mortgage for the payment of the indebtedness secured hereby.

11. There shall be no construction on the Property or on any adjoining land at any time owned or controlled by Mortgagor or related business entities, unless plans and specifications for such construction shall have first been submitted to and approved by Mortgagee; provided however, that approval of construction on adjacent property shall be limited to a determination that such construction is architecturally compatible with improvements on the Property, and does not require easements over the Property.

12. With respect to the Property and the operations thereof, Mortgagor will keep or cause to be kept proper books of record and account in accordance with generally accepted accounting principles, and Mortgagee shall have the right to examine such books at such reasonable times and intervals as Mortgagee may elect. Mortgagor will, within ninety (90) days following the end of each fiscal year, furnish to Mortgagee complete financial statements, reflecting all details of the operation of the Property, including an itemized list of rentals and expenses on the Property, a profit and loss statement, balance sheet and reconciliation of surplus, which statements shall, at Mortgagee's option, be certified without qualification by audit of certified public accountants approved by Mortgagee.

13. This instrument shall constitute a Security Agreement under the Uniform Commercial Code, and Mortgagor hereby grants to Mortgagee a security interest in the Property. Mortgagor will execute and deliver to Mortgagee such financing statements and continuation statements as Mortgagee may from time to time request.

14. Should Mortgagor fail to pay in full when due the Note or any principal and/or interest installment thereof or any other sums secured hereby, or should Mortgagor fail to comply with any of the covenants and agreements herein, or in the Note or any other loan documents now or here-