

*Jm*

*Jm*

awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. Subject only to any ~~now-existing~~ lease provisions to the contrary, all such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Mortgagee, who after deducting therefrom all its expenses, including attorney's fees, may release any monies so received by it without affecting the lien of this mortgage and may apply the same in such manner as the Mortgagee shall determine, to the reduction of the sum secured hereby and to any prepayment fee provided in the note or herein provided, and any balance of such monies then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignment of any compensation, awards, damages, rights of action and proceeds as the Mortgagee may require.

Thirteenth: PREPAYMENT OF RENT. The Mortgagor will not accept any prepayment of rent or installments of rent for more than two months in advance without the prior written consent of the Mortgagee. The Mortgagor upon request, from time to time, but not more often than annually unless a default shall have occurred under this mortgage, will furnish to the Mortgagee in such reasonable detail as the Mortgagee may request, certified by the Mortgagor, copies of all leases relating to the premises; and on demand, the Mortgagor will furnish to the Mortgagee executed counterparts of any and all such leases. Further, the Mortgagor, upon request, will furnish to the Mortgagee information relative to the occupancy and vacancy rates on the mortgaged property.

ARTICLE II.

First: EVENTS OF DEFAULT. The term default or event of default wherever used in this mortgage and security agreement, shall mean any one or more of the following events:

- (a) Failure by the Mortgagor to pay any installment of principal or interest in accordance with terms and provisions of the note secured hereby;
- (b) Failure by the Mortgagor to duly observe any other covenant, condition or agreement of this mortgage and the note hereby secured within thirty (30) days after the mailing, by certified mail, return receipt requested, of written notice to Mortgagee by Mortgagor; or
- (c) The filing by the Mortgagor of a voluntary petition in bankruptcy or the Mortgagor's adjudication as a bankrupt or insolvent, or the filing by the Mortgagor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Mortgagor's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Mortgagor or of all or any substantial part of the premises or of any or all the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its inability to pay the debts generally as they become due.

Second: ACCELERATION OF MATURITY. If an event of default shall have occurred, then the whole unpaid principal sums of the indebtedness secured hereby with interest accrued thereon, shall, at the option of the Mortgagee, become due and payable without further notice or demand, time being of the essence of this mortgage; and no omission on the part of the Mortgagee to exercise such option when entitled so to do shall be considered as a waiver of such right.

4328 RV-2