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as damages for injury sustained by the premises or any part thereof and in any such event, Mortgagee may, if in its sole discretion it determines that its security is impaired, elect to declare the whole of the remaining indebtedness, if any, immediately due and payable.

8. Mortgagor hereby assigns to Mortgagee all the rents, issues, and profits of the mortgaged premises and should legal proceedings be instituted pursuant to this instrument, then Mortgagee shall have the right to have a receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

9. At the option of Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of Mortgagee, Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person or entity in any manner whatsoever other than by death of Mortgagor or by and through a corporate reorganization or merger. It is understood and agreed that in consideration for the consent of Mortgagee to any transfer of title to the mortgaged premises, Mortgagee at its option may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this mortgage and/or the Note secured hereby.

10. Mortgagor will keep Mortgagor's books and records in accordance with generally accepted accounting principles covering the operation of the premises, should the same be income producing, and, on demand of Mortgagee, deliver to Mortgagee, within ninety (90) days after the close of each of Mortgagor's fiscal years, an annual financial statement and statement of operations for the premises for the preceding fiscal year, prepared and certified as true and correct by a general partner and the property management firm. If the loan is in default or if there is a dispute as to the financial statements, Mortgagee can require an audited financial

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