

creditors, to be used by the Mortgagee to pay such taxes, assessments and premiums as the same become due and payable.

10. That the Mortgagor hereby assigns all the rents, issues, and profits of the mortgaged premises and should legal proceedings be instituted pursuant to this instrument, then the 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 payment of the debt secured hereby.

11. That, at the option of the Mortgagee, the indebtedness secured by this mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall assign or convey away its rights and interest in the mortgaged premises to any person or party. It is understood and agreed that in consideration for any consent of the Mortgagee to any future transfer by Mortgagor of its interest in the mortgaged premises, the 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.

12. That the Mortgagor will keep Mortgagor's books and records in accordance with generally accepted accounting principles covering the operation of the Mortgagor's business, and, deliver to the Mortgagee, within one hundred twenty (120) days after the close of each of the Mortgagor's fiscal years, an annual statement of operations for the Mortgagor's business for the preceding fiscal year, prepared and certified by an independent certified public accountant acceptable to the Mortgagee.

13. That the rights of the Mortgagee arising under the clauses and covenants contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that the invalidity of one or more of the clauses and covenants contained herein shall not in any way affect the validity or enforceability of the remaining provisions herein contained; and that no act of the Mortgagee shall be construed as an election to

0.557

4328 RV-2