

payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said Note, and without notice or consent:

(a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligations, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

(c) Exercise or refrain from exercising or waive any right Mortgagee may have.

(d) Accept additional security of any kind.

15. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

16. Mortgagor covenants and agrees to maintain such parking areas, drives, and other common areas as required of Landlord in its several leases with prospective tenants in said proposed shopping center.

17. Mortgagor further covenants and agrees to keep proper records and books of account and to deliver to the Mortgagee within sixty (60) days after the close of its fiscal year complete financial statements reflecting all details of the operation of the mortgaged premises, including an itemized list of rentals and expenses on the Premises. Profit and loss statements will follow the standards as established by the International Council of Shopping Centers.

18. When and if Mortgagor and Mortgagee shall respectively become the Debtor and the Secured Party in any Uniform Commercial Code Financing Statement affecting property either referred to or described herein, or in any way connected with the use and enjoy-