

relating to the Property at such reasonable times as may be requested by the Mortgagee.

13. The Mortgagor, or Mortgagee, at the request of the other party hereto shall furnish a written statement stating whether or not there exist any defaults, claims, defenses or offsets with respect to the Indebtedness and if so, the particulars thereof. Mortgagee shall furnish at Mortgagor's request, a written statement of the amount of Indebtedness then outstanding.

14. The Mortgagee may, at its option, and without waiving its rights under paragraphs 18 through 23 herein (i) make any payments after delinquency required by this Mortgage to be paid by the Mortgagor; and (ii) perform any other covenants required to be performed by the Mortgagor under this Mortgage in the event Mortgagor fails to perform the same. Any sums paid or advanced by the Mortgagee pursuant to (i) and (ii) of this paragraph shall be repaid to the Mortgagee immediately upon demand by Mortgagee to Mortgagor. The payment of said sums shall also be secured by this Mortgage.

15. Mortgagor shall pay all and singular the costs, charges and expenses, including attorney's fees and title or abstract costs, reasonably incurred or paid at any time by the Mortgagee in connection with the failure of the Mortgagor to perform, comply with and abide by each of the stipulations, agreements, conditions and covenants of this Mortgage or with any action or proceeding to which Mortgagee is made a part or in which it becomes necessary to defend or uphold the rights or lien of this Mortgage, or the interest of the Mortgagee therein.

16. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the covenants, terms and provisions hereof shall not be deemed to be a waiver thereof and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Neither Mortgagor nor any entity now or hereafter obligated for the payment of the whole or any part of the Indebtedness shall be relieved of such obligation by reason of any agreement or stipulation between any subsequent owner or owners of the Property and Mortgagee extending the time of payment or modifying the terms of the Note or this Mortgage, without first having obtained the consent of Mortgagor or such other person, and, in the last mentioned event, Mortgagor and all such other entities shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by Mortgagee. Mortgagee may resort for the payment of the Indebtedness to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

17. The term "Event of Default" wherever used in this Mortgage shall mean any one or more of the following events:

(a) Failure of the Mortgagor to perform or comply with any covenant, agreement, term or condition of the Guarantee, or of this Mortgage.

(b) Mortgagor shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of itself or of any substantial portion of its property, (ii) fail