

sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the Premises, all such sums shall on notice and demand be paid by the Mortgagor, together with the interest thereon at the highest lawful rate and shall be a lien on the Premises, prior to any right or title to, or interest in, or claim upon, the Premises subordinate to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage.

8.11 Mortgagor Certifications. Mortgagor, upon request, made either personally or by mail, shall certify, by a writing duly acknowledged, to the Mortgagee, or to any proposed assignee of this Mortgage, (1) the amount of principal and interest then owing on this Mortgage and whether any offsets or defenses exist against the mortgage debt and (2) a then current list of leasees of the premises, if any, with beginning date and the term, minimum annual rent, amount of square footage, and status of each lease, within ten (10) days of such request.

8.12 Income and Financial Statements. Mortgagor shall furnish to Mortgagee not less than sixty (60) days after the close of business of each fiscal year of Mortgagor, sworn annual statements itemizing income and expenses of the operations of and the financial condition of Mortgagor and any business conducted on the Property.

8.13 Filing and Recording Fees. Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county, and municipal taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of said Note and this Mortgage.

8.14 Tender of Payment after Default. Upon any default by Mortgagor and following the acceleration of maturity of the indebtedness secured hereby, as herein provided, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made at any time prior to foreclosure sale by the Mortgagor or by anyone in behalf of the Mortgagor, shall constitute an evasion of the prepayment terms of the Note secured hereby and be deemed to be a voluntary prepayment thereunder and any such payment will, therefore, include the additional payment required under the prepayment privilege, if any, contained in the Note secured hereby; or if at that time there be no prepayment privilege, then such payment will include an additional payment of five percent (5) of the then unpaid principal balance.

8.15 Notices. Whenever Mortgagee or Mortgagor desire to give or serve any notice, demand, request or other communication with respect to this Mortgage, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Mortgage. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

8.16 Waiver of Rights by Mortgagor. Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (a) any appraisal before sale of any portion of the Premises, or (b) extension of the time for the enforcement or

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