

09/15/1983

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or Section 23, and no such offset, counterclaim or defense shall be interposed or asserted by the Mortgagor in any action or proceeding brought by any such assignee upon this Mortgage and/or the Note and any such right to interpose or assert any such offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by the Mortgagor.

13. Other Security for the Note. The Mortgagor shall observe and perform all of the terms, covenants and provisions contained in the Note and in all other mortgages and other instruments or documents evidencing, securing or guaranteeing payment of the Note, in whole or in part, or otherwise executed and delivered in connection with the Note, this Mortgage or the loan evidenced and secured thereby.

14. Documentary Stamps. If at any time the United States of America, any state thereof or any governmental subdivision of any such state, shall require revenue or other stamps to be affixed to the Note or this Mortgage, the Mortgagor will pay for the same, with interest and penalties thereon, if any.

15. Right of Entry. The Mortgagee and its agents shall have the right to enter and inspect the Property at all reasonable times.

16. Books and Records. The Mortgagor will keep and maintain or will cause to be kept and maintained on a fiscal year basis in accordance with generally accepted accounting practices consistently applied proper and accurate books, records and accounts reflecting all of the financial affairs of, and all items and income and expense in connection with, the operation by the Mortgagor of the Property or in connection with any services, equipment or furnishings provided by the Mortgagor in connection with the operation of the Property, whether such income or expense be realized by the Mortgagor or by any other person related to or affiliated with the Mortgagor. The Mortgagee shall have the right from time to time at all times during normal business hours to examine the books, records and accounts at the office of the Mortgagor or other person maintaining such books, records and accounts and to make copies or extracts thereof as the Mortgagee shall desire. So long as the Note is outstanding, the Mortgagor shall deliver to the Mortgagee within thirty (30) days after the end of each calendar month a statement of profit and loss reflecting the results of the operation of the Property for such calendar month; and within seventy-five (75) days after the end of each calendar year a balance sheet and related statement of profit and loss, certified by the Mortgagor or its property manager.

17. Performance of Other Agreements. Except as otherwise provided in Section 23, the Mortgagor shall observe and perform each and every term to be observed or performed by the Mortgagor pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Property.

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