

secured and the legal security title of Mortgagee to and/or lien of Mortgagee on all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this mortgage and extensions or modifications thereof. Mortgagor or Mortgagee, upon request, made either personally or by mail by the other, shall certify by a writing, duly acknowledged, to the other or to any proposed assignee of this mortgage or permitted purchaser of the Premises, the amount of principal and interest then owing on the Secured Indebtedness, whether or not any offsets or defenses exist against the Secured Indebtedness, and whether, to the best of its knowledge, any event of default exists hereunder, within six (6) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail.

ARTICLE 8. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Mortgagee of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor. If, prior to the receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, and the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment, whether or not a deficiency judgment on this mortgage shall have been sought or recovered or denied.

ARTICLE 9. Mortgagor shall deliver to Mortgagee within forty-five (45) days after the close of each quarter-annual period hereafter, the financial statement for Mortgagor for said quarter provided to the limited partners therein. Mortgagor shall furnish to Mortgagee executed counterparts of any leases of any portion of the Premises, not previously furnished to Mortgagee, and convenient facilities for the audit and verification of any such leases. Mortgagor shall also deliver to Mortgagee, within one hundred twenty (120) days after the close of each of its fiscal years, a financial statement of Mortgagor for said fiscal year, such statement to be certified to by a certified public accountant.

ARTICLE 10. Upon the occurrence of any one of the following events (herein called an "event of default"):

0.45

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