

principal and interest. Mortgagee, upon ten (10) days' prior written notice, shall furnish to Mortgagor, or Mortgagor's designee, a written statement, duly acknowledged, setting forth the unpaid principal balance of, and interest on, the indebtedness secured hereby, and whether or not any known defaults exist under the terms of this Mortgage or the Wrap Note, or any other document given to evidence or secure the indebtedness hereby secured. In addition to the foregoing information, Mortgagor and Mortgagee agree to include in such written statements any other information pertaining to this loan which is relevant, reasonably obtainable, and requested by the other party.

Twelfth: SUBROGATION. Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

Thirteenth: PERFORMANCE BY MORTGAGEE OF DEFAULTS BY MORTGAGOR. If Mortgagor shall default in the payment of any tax lien, assessment or charge levied or assessed against the Property; in the payment of any utility charge, whether public or private, in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder or in the performance or observation of any other covenant, condition, or term of this Mortgage and Security Agreement, then Mortgagee, at its option, may perform or observe the same, and all payments made for costs or expenses incurred by Mortgagee in connection therewith, shall be added to the indebtedness secured hereby, and shall be, without demand, immediately repaid by Mortgagor to Mortgagee. Mortgagee shall be the sole judge of the legality, validity, and priority of any such tax lien, assessment, charge, claim, or premium; of the necessity for any such action, and the amount necessary to be paid in satisfaction thereof. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Property, or any part thereof, for the performance of performing or observing any such defaulted covenant, condition, or term, without thereby becoming liable to Mortgagor, or any other person in possession holding under Mortgagor. The provisions of this paragraph Thirteenth shall apply not only to the terms, covenants and conditions of this instrument and the Wrap Note, but