

singular, and the use of any gender shall be applicable to all genders. The term "Mortgagor" shall include in their individual capacities and jointly, all parties hereinabove named a Mortgagor. The term "Mortgagee" shall include any lawful owner, holder, pledgee or assignee of any indebtedness secured hereby. The duties, covenants, conditions, obligations and warranties of Mortgagor in this Mortgage shall be joint and several obligations of Mortgagor and each Mortgagor, if more than one, and Mortgagor's heirs, personal representatives, successors and assigns. Each party who executes this Mortgage (other than Mortgagee), and each subsequent owner of the Mortgaged Property, or any part thereof, covenants and agrees that it will perform, or cause to be performed, each condition, term, provision, and covenant of this Mortgage.

(36) Financial Statements. Mortgagor shall, upon request of Mortgagee, deliver to Mortgagee, within ninety (90) days after the close of each calendar year (or fiscal year, if other than a calendar year), a then current, rent roll of the tenant leases of the Mortgaged Property certified by Mortgagor in form and content satisfactory to Mortgagee, then current annual operating statements, certified by Mortgagor in form and content satisfactory to Mortgagee, itemizing the income and expenses of the Mortgaged Property, together with financial statements of Mortgagor certified by Mortgagor and any guarantor all in form and detail satisfactory to Mortgagee. All such statements and reports shall be prepared by a certified public accountant. Credit reports on Mortgagor and on the guarantors of all or any part of the indebtedness secured by this Mortgage shall be required annually during the term of the Note. The cost and expense of such reports shall be borne solely and exclusively by Mortgagor and any guarantor. Mortgagor consents to the delivery by the Mortgagee to any purchaser or prospective purchaser of all or part of this Mortgage of (i) such information as the Mortgagee receives pursuant to the provisions of this Mortgage and (ii) such other information as the Mortgagee may have in its possession with respect to (a) the indebtedness secured by this Mortgage and the documents relating thereto and (b) the Mortgaged Property. At the request of Mortgagee, Mortgagor will furnish convenient facilities for the audit and verification of any such statements and reports.

(37) Notice Litigation. Mortgagor consents and agrees that it will give notice to the Mortgagee of any material litigation (such litigation equal to or in excess of \$25,000 or any such litigation affecting the Mortgaged Property regardless of amount) which the Mortgagor, or any guarantor of the indebtedness secured hereby, becomes involved in and will continue to thereafter provide to Mortgagee periodic statements of the status and progress of such litigation as may be requested by Mortgagee.

(38) Change of Zoning. Mortgagor covenants and agrees not to request or consent to any change in the present zoning of or restrictive covenants affecting the Mortgaged Property without the prior written consent of the Mortgagee.

(39) Amendments. No amendment, modification or cancellation of this Mortgage shall be valid unless in writing and signed by the party against whom enforcement is sought.

(40) Compliance with Laws. The Mortgaged Property, and the use thereof by Mortgagor shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Mortgagor, Mortgaged Property, and its use, and Mortgagor shall pay all fees or charges of any kind in connection therewith. Mortgagor will not use or occupy or allow the use or occupancy of the Mortgaged Property in any manner which violates any appli-