

12. That in case of default beyond the applicable grace period or the happening of any event which would enable the Mortgagee to declare the whole indebtedness secured hereby immediately due and payable, the Mortgagee shall be entitled to the appointment of a receiver of all rents, issues and profits, regardless of the value of the mortgaged property and the solvency or insolvency of the Mortgagor and other persons liable to pay said indebtedness.

13. That the Mortgagee may collect a "late charge" not to exceed five (5) cents for each dollar of the payment under the Note secured by this Mortgage mad more than five (5) days in arrears to cover the extra expense involved in handling delinquent payments.

14. Mortgagor will maintain a standard system of accounting with respect to the property, established and administered in accordance with sound accounting principles, and will maintain complete and accurate copies of all occupancy leases at the time in effect. Mortgagor will deliver (in duplicate) to such Mortgagee:

- (a) As soon as practicable after the end of each calendar year, and in any event within 90 days thereafter, a statement of income and expense relating to the property, setting forth in each case, in comparative form, the figures for the previous fiscal year, all in reasonable detail and certified by Mortgagor's chief financial officer; and
- (b) with reasonable promptness such other data or information as from time to time may reasonably be requested.

At the expense of the Mortgagee, Mortgagor will permit any representatives authorized by such Mortgagee to visit and inspect the property (and to make copies or extracts therefrom) and to cause such books of account to be audited by independent public accountants selected by such holder, all as often as reasonably be requested. Mortgagor will also permit such representatives or accountants to examine copies of any occupancy lease at the time in effect and all records relating thereto.

15. In the event of the foreclosure of this Mortgage, Mortgagee agrees that it shall not seek or obtain a deficiency judgment against Mortgagor and Mortgagee may look solely to the property for the payment of the indebtedness evidenced hereby and may not seek to enforce any judgment against the personal assets of any partner of Mortgagor, either individually or collectively, except as to the Letter of Credit Note which is secured by a Letter of Credit.

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