- 28. The mortgagor, Sherwood, Inc., does hereby assign unto the mortgagee all right, title and interest of said mortgagor in, under, or by virtue of that certain lease between Sherwood, Inc. as "Lessor" and Wellington Hall, Ltd. as "Lessee" dated March 12, 1968, and covering the above described premises, reserving, however, unto said mortgagor a license to collect the rents, income and profits accruing by virtue of said lease as they respectively become due, but not in advance, and to enforce the agreements of said lease, so long as there is no default in any of the terms, covenants or provisions of this mortgage or the mortgage note which it secures. In the event of any such default in any of the terms, covenants and conditions of this mortgage or the mortgage note which it secures, and until such default shall have been fully cured, the license reserved herein by said mortgagor shall cease and determine, and the mortgagee is hereby authorized at its option to enter and take possession of the leased premises, or any part thereof, to collect the rents, income and profits therefrom, and to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that the said mortgagor might reasonably so act. Upon payment to the mortgagee of the full amount of indebtedness secured by this mortgage as evidenced by a recorded satisfaction or release of the mortgage, this assignment shall be void and of no effect.
- 29. That the mortgagor will submit to the mortgagee annual audit reports of the operation of Wellington Hall, Ltd. Each such annual audit report shall be certified by a Certified Public Accountant and prepared in accordance with standard accounting procedures and shall be rendered within 90 days after the end of the fiscal year of said corporation.
- 30. The said mortgagor does hereby bind itself and its successors and assigns to procure or execute any further necessary assurances of title to the said premises, and also to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, from