

1946 100-255

16. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

17. That the Mortgagor shall permit the Mortgagee or its representatives to examine and inspect the premises at any reasonable times.

18. The Mortgagor covenants and agrees that it, its successors and assigns, will furnish to the Mortgagee, its successors and assigns, an annual audited operating statement of Income and Expense in form satisfactory to the Mortgagee and from a Certified Public Accountant, and supported by an affidavit of a principal in the ownership of the within described property, of the operation of the office building located on the property hereinabove described within ninety (90) days after the end of each calendar or fiscal year of the Mortgagor, including Balance Sheet. Mortgagor shall furnish at its expense any reasonable request for information that the Mortgagee may require, including Mortgagee's own independent audit.

19. Mortgagor further covenants and agrees:

(a) That no rent shall be collected from any Lessee, leasing any or all of the mortgaged premises, more than two (2) months in advance of its accrual.

(b) That it shall perform any and all acts necessary to keep any leases or all space leases in force.

20. If the Mortgagor shall make an assignment for the benefit of creditors, or if a receiver be appointed for the Mortgagor or any part of the mortgaged premises, or if the Mortgagor files a petition in bankruptcy, or is adjudicated a bankrupt or files any petition or institutes any proceedings under the Federal bankruptcy laws of the United States, then on the happening of any one or more of these events, the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, and this Mortgage may thereupon be foreclosed for the whole of said principal, interest and costs.

21. Mortgagor covenants and agrees that the lien of the mortgage is prior and superior in right to any existing lease or leases and that if any leases do exist that they are hereby specifically subordinated to the lien of this Mortgage for the term hereof.

22. The Mortgagor covenants and agrees that it will begin construction of Improvements not later than a date realistic with facts, *Sept. 15, 1972* will continually prosecute the work and will complete said Improvements on or before *Feb. 28, 1974*; and that the funds to be expended thereon are to be solely in the construction of said Improvements, in