- 10. The Mortgagor agrees to pay to the Mortgagee, to the extent required by the Mortgagee, on dates upon which interest is payable; such amounts as the Mortgagee from time to time estimates as necessary to create and maintain a reserve from which to pay before the same become due, all taxes, assessments, liens and charges on or against the property hereby mortgaged, and premiums for insurance as are herein covenanted to be furnished by the Mortgagor. Payments from said reserve fund for said purposes may be made by the Mortgagee at its discretion, even though subsequent owners of the property described herein may benefit thereby. In the event of any default under the terms of this mortgage, any part or all of said reserve fund may be applied to any part of the indebtedness hereby secured and in refunding any part of said reserve fund, the Mortgagee may deal with whomsoever is represented to be the owners of said property at that time.
- and not to acquire any fixtures, equipment, furnishings or apparatus covered by this mortgage subject to any security interest or other charges or lien taking precedence over this mortgage.
- 12. Mortgagor will deliver to the Mortgagee a statement of annual income and expenses, in detail satisfactory to the Mortgagee, in connection with the mortgaged premises within ninety (90) days after the expiration of each fiscal year, certified by a certified public accountant or as otherwise acceptable to the Mortgagee.
- 13. Mortgagor will assign to the Mortgagee, upon request, as further security for the indebtedness secured hereby, the lessor's interests in any or all lesses, and the Mortgagor's interests in all agreement, contracts licenses and permits affecting the property subject to this mortgage, such assignments to be made by instruments in form satisfactory to the Mortgagee; but no such assignment shall be construed as a consent by the Mortgagee to any lease, agreement, contract, license or permit as assigned, or to impose upon the Mortgagee any obligations with respect thereto.
- 14. Mortgagor will not cancel any of the feases now or hereafter assigned to Mortgages pursuant to paragraph 13 above, nor terminate or accept