

1.14 Books and Records. The Mortgagor shall keep and maintain at all times complete, true and accurate books of account and records reflecting the results of the operation of THE MORTGAGED PROPERTY. With respect to THE MORTGAGED PROPERTY, the Mortgagor shall furnish to the Mortgagee within ninety (90) days after the end of each fiscal year of the Mortgagor a balance sheet, a statement of changes in financial position, and a statement of income and expenses, in reasonable detail, prepared in accordance with generally accepted accounting principles

\_\_\_\_\_ and if any of THE MORTGAGED PROPERTY is rented or leased, a rent schedule of THE MORTGAGED PROPERTY, certified by the Mortgagor, showing the name of each tenant and the space occupied, the lease expiration date and the rent paid, and such interim unaudited financial statements as the Mortgagee may require.

1.15 Estoppel Affidavits. The Mortgagor, within ten (10) days after written request from the Mortgagee, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Note, and any other unpaid sums secured hereby, and whether or not any offsets or defenses exist against such principal and interest or other sums.

1.16 Use of Property. The Mortgagor covenants that THE MORTGAGED PROPERTY will be used for the purposes set forth in Schedule "C".

1.17 Prior Liens. In the event that THE MORTGAGED PROPERTY or any part thereof is now subject to an approved prior deed of trust, mortgage, lien or other permitted encumbrance described in Schedule "B" hereto which has priorities over the lien of this Mortgage ("approved prior encumbrance"), the Mortgagor shall: (i) pay the principal, interest and all other sums when due and payable thereunder no later than five (5) days prior to their due date, and will comply with all of the other terms, covenants and conditions thereof; (ii) if requested hereafter by the Mortgagee, produce to the Mortgagee from time to time no less than three (3) days prior to the due date of the installments of principal, interest and other sums payable thereon, receipts or other evidence of payment thereof satisfactory to the Mortgagee; (iii) not enter into any modification, amendment, agreement or arrangement with respect thereto and will not obtain any additional advances thereunder, without the prior written consent of the Mortgagee, expressly including, but not in limitation of the foregoing, any such modification, amendment, agreement or arrangement pursuant to which the Mortgagor is granted any forbearance or indulgence (as to time or amount) in the payment of any principal, interest or other sums due in accordance with the terms and provisions of the approved prior encumbrance; (iv) use its best efforts to obtain the agreement of the holder from time to time of any such approved prior encumbrance to send the Mortgagee copies of all notices; and (v) notify the Mortgagee promptly of the receipt of any notice given by the holder of any approved prior encumbrance.

1.17A Utility Lien. Notwithstanding anything to the contrary contained in the Note, this Mortgage or any other agreement or document, Mortgagor or its successors or assigns may at any time grant to the applicable electric utility company an easement over the portion of the mortgaged premises illustrated in Schedule "D" annexed to this instrument upon terms and conditions mutually acceptable to the Mortgagor and said grantee upon condition that the same not encumber or create a lien upon any other portion of the mortgaged premises, and Mortgagee agrees to subordinate the lien or encumbrance of this Mortgage to said easement or right-of-way at Mortgagor's request and evidence the same by executing and delivering to Mortgagor any instrument or instrument provided by Mortgagor for that purpose.

## ARTICLE TWO DEFAULTS

2.01 Event of Default. The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events: