

16. Mortgagor shall furnish to Mortgagee within ninety (90) days after the end of each calendar year sworn, itemized annual statements of income and expense, in reasonable detail, with reference to the Mortgaged Premises and an annual rent schedule.

17. Mortgagor shall obtain and maintain in full force and effect, without cost to Mortgagee, fire with extended coverage insurance and such other insurance as Mortgagee shall require from time to time. All such insurance shall be obtained from such companies, in such amounts, and with such provisions as Mortgagee deems necessary or desirable to protect its interests.

18. In the event the Mortgagor, without the prior written consent of the Mortgagee, shall sell, convey or alienate, or mortgage or encumber the Mortgaged Premises or any part thereof, or any interest therein, or shall be divested of this title or any interest therein in any manner or way, whether voluntary or involuntary, excepting transfers between members of the Garrett family and/or beneficiaries of the trust, the entire balance of the indebtedness shall be and become immediately due and payable at the option of the Mortgagee.

19. In the event that any Owner of the Mortgaged Premises, or of any interest therein including any joint venturer or general partner of any such Owner as may be a joint venture or general or limited partnership shall file, or there shall be filed against such Owner, joint venturer, or general partner during the period of his ownership, a petition in bankruptcy or insolvency or a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the bankruptcy laws of the United States or under any other applicable Federal, State or other statute or law, or a receiver, trustee or liquidator shall have been appointed with respect to any such owner, joint venturer or general partner or all or any substantial part of such owner's, joint venturer's or general partner's property, then in any such event Mortgagee may, at its option, declare the principal of the note hereby secured and then outstanding to be due and payable immediately; and upon such declaration the said principal so declared to be due and payable, together with the interest accrued thereon, and together with any other sums secured hereby shall become and be due and payable immediately, anything in this mortgage or in said note to the contrary notwithstanding.

20. Mortgagor shall maintain constantly and not diminish in any respect nor materially alter the on-site paved parking area containing approximately 36,000 square feet with parking for approximately 50 automobiles during the existence of the Mortgage, and will not erect any buildings or additions to existing buildings or other structures on the Mortgaged Premises without the prior written consent of Mortgagee.

21. It is understood that any expansion provisions obligatory upon the Lessor under any lease of the subject premises are and will be subordinate to the lien of this mortgage.

4323 RV.2