

exercise thereof during the continuance of any default hereunder.

15. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said Note, and without notice or consent:

(a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligations, or subordinating, modifying or otherwise dealing with the lien of charge hereof.

(c) Exercise or refrain from exercising or waive any right Mortgagee may have.

(d) Accept additional security of any kind.

16. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

17. Mortgagor covenants and agrees to maintain such parking areas, drives, and other common areas as required of Landlord in its several leases with tenants in the shopping center which is located on the mortgaged property.

18. Mortgagor further covenants and agrees to keep proper records and book of account and to deliver to the Mortgagee within ninety (90) days after the close of its fiscal year complete financial statements, certified correct, reflecting all details of the operation of the Mortgaged premises, including an itemized list of rentals and expenses on the Premises, prepared in accordance with generally accepted accounting principles.

19. When and if Mortgagor and Mortgagee shall respectively become the Debtor and Secured Party in any Uniform Commercial Code Financing Statement affecting property either referred to or described herein, or in any way connected with the use and enjoyment of the mortgaged property (excluding