

said financial statements to be audited by an independent certified public accountant in accordance with generally accepted accounting principles. The cost of such audit, if required, shall be borne by the Mortgagor.

18. Mortgagor has entered into a Construction Loan Agreement with Mortgagee of even date herewith which said contract is incorporated hereby by reference. Any default under the terms thereof will constitute a default under the terms of this mortgage.

19. That Mortgagor will promptly and fully keep, perform and comply with all terms, provisions, covenants, conditions and agreements imposed upon or assumed by the Mortgagor as Landlord (or similar designation) under any lease, now or hereafter in effect, including any amendments or supplements to such lease, covering any part of the above described property or any other property owned or controlled by the Mortgagor that is affected by the terms, provisions, covenants, conditions and agreements imposed upon or assumed by the Mortgagor in such lease, hereinafter, whether one or more, referred to individually or collectively as "Tenants' Leases" and that it will not do, or permit anything to be done, or omit and refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of said Tenants' Leases to abate the rental due thereunder.

If the Mortgagor shall, in any manner, fail in this agreement, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or