

1.12 Mortgagee's Performance of Defaults

If Mortgagor shall default hereunder in any respect, in addition to any other rights and remedies available to Mortgagee, Mortgagee may, at its election, make any payment or perform any act of Mortgagor required herein, and may, in its discretion, make the payments of principal and interest due under the Underlying Note and Mortgage and may purchase, discharge, compromise, or settle the Underlying Mortgage and Note. All sums paid for any of the aforementioned purposes and all expenses paid or incurred in connection therewith, including attorneys fees, shall be additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of eighteen (18.0%) percent per annum.

1.13 Books, Records and Accounts

The Mortgagor will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Premises or in connection with any services, equipment, or furnishings provided in connection with the operation of the Premises. Mortgagee, or its designee, shall have the right from time to time, at all times during normal business hours to examine such books, records and accounts at the office of the Mortgagor or other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as Mortgagee shall desire.

1.14 Estoppel Affidavits

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

ARTICLE II

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:

(a) Notwithstanding any other provision of this Mortgage, the failure of the Mortgagor to pay an obligation hereunder or under the Notes which the Mortgagor does not cure within twenty (20) days after the date such obligation is due;

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