

786

a. Release any person liable for payment of all or any part of the indebtedness or for the 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 obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

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

d. Accept additional security of any kind.

e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

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. If Mortgagor herein is a corporation, it wholly waives the period of redemption from foreclosure and agrees that when sale is had under any decree of foreclosure against it, the Sheriff making such sale, or his successor in office, is authorized to execute at once a deed to the purchaser.

18. When all indebtedness secured hereby has been paid, this mortgage and all assignments herein contained shall be void and this mortgage shall be released by Mortgagee at the cost and expense of Mortgagor; otherwise to remain in full force and effect.

19. Mortgagor further covenants and agrees that it will deliver to Mortgagee, within ninety (90) days after the end of each fiscal year, a sworn financial statement consisting of its annual balance sheet and its income and expense statement, in reasonable detail and satisfactory in scope to Mortgagee, to be prepared by an accountant satisfactory to Mortgagee.

20. Mortgagor will observe all the covenants, terms and conditions on the part of Mortgagor to be performed in the Lease