

defaults in any of the covenants or agreements contained herein, or in said note, then the Lender may perform the same, and all expenditures made by the Lender in so doing shall draw interest at the rate set forth in the note secured hereby, and shall be repayable immediately and without demand by the Lender to the Borrower, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

1.12 BOOKS AND RECORDS. The Borrower shall keep and maintain at all times full, true, and accurate books of accounts and records, adequate to reflect correctly the results of the operation of the Mortgaged Property. Upon request of the Lender, the Borrower will furnish to the Lender within one hundred twenty (120) days after the end of each fiscal year of the Borrower a balance sheet and a statement of income and expenses, both in reasonable detail and certified by a certified public accountant, and a rent schedule of the Mortgaged Property, certified by an accounting officer of the Borrower, showing the name of each tenant, and for each tenant the space occupied, the lease expiration date and the rent paid.

1.13 ESTOPPEL AFFIDAVITS. The Borrower, within ten (10) days after written request from the Lender, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the note and whether or not any offsets or defenses exist against such principal and interest.

1.14 EXPENSES. The Borrower will pay or reimburse the Lender for all reasonable attorneys' fees, costs and expenses incurred by the Lender in any action, proceeding or dispute of any kind in which the Lender is made a party or appears as a party plaintiff or defendant, affecting the note, mortgage, Borrower or Mortgaged Property, including, but not limited to, any condemnation action or proceeding involving the Mortgaged Property, any bankruptcy, receivership, insolvency, reorganization, arrangement, adjustment, or other similar proceeding, or any action to protect the security hereof; and any such amounts paid by the Lender shall be added to the indebtedness and secured