

by the mortgagee, less all sums already paid therefrom, divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will be due and payable, such sums to be held by the mortgagee to pay said premiums, taxes and special assessments. If said sums shall be insufficient to make said payments when the same shall become due and payable, the mortgagor shall pay to the mortgagee any amounts necessary to make up the deficiency.

The mortgagor further covenants and agrees to deliver each year to the mortgagee a complete itemized statement of the annual income and expenses of the property secured by this mortgage, together with financial statements of the tenant to the premises, which statements shall be duly certified and prepared in accordance with generally accepted accounting principles, on or before three months after the end of each calendar year, covering the period of such year.

The mortgagor further covenants and agrees to maintain at all times during the term of this mortgage loss of rents insurance payable to both the mortgagor and the mortgagee in an amount of not less than \$50,000.00 per year.

The mortgagor further covenants and agrees that as additional security the mortgagee will receive the conditional assignment of life insurance (e.g., \$80,000.00 minimum each) on the life of each guarantor in their capacity as a loan guarantor, each individually and pro rata for an equal portion of the total amount for the life of the loan.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said mortgagor does and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor shall be entitled to hold and enjoy the said premises until default shall be made as herein provided.

AND IT IS AGREED by and between the said parties that the mortgagor shall receive prior written approval from LIBERTY LIFE INSURANCE COMPANY, its successors and assigns, prior to any sale, transfer, lease or further encumbrances of any interest in the mortgaged premises. The approval of LIBERTY LIFE INSURANCE COMPANY, its successors and assigns, shall not be unduly withheld.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the said mortgagor has caused these presents to be executed by one of its duly authorized partners, this 9th day of December, 1977.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

INTERNAL MEDICINE PROPERTIES, a Partnership

By: [Signature]