

The Mortgagors covenant that they are lawfully seized of the premises hereinabove described in fee simple absolute and as otherwise hereinafter set forth, that they have good right and lawful authority to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever unless the same shall be specifically excepted herein. The Mortgagors further bind themselves and their successors and assigns to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagors, their successors and assigns and any other persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor, Oakwood Orthopaedic Clinic, P.A., has demised the property hereinafter described to Oakwood Properties, a General Partnership pursuant to the terms of that certain Lease dated June 7, 1982, under the terms of which, which are incorporated herein by reference, Oakwood Orthopaedic Clinic, P.A., has agreed to subordinate its interest in said property to the lien of any mortgage which the Lessee, Oakwood Properties, a General Partnership, may or shall cause to be created; and

The Mortgagors further covenant and agree as follows:

1. That they will promptly pay the principal and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided.
2. That this mortgage shall also secure the Mortgagee for (a) such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes; (b) any further loans, advances, re-advances or credits that may be made hereafter to the Mortgagors by the Mortgagee; and (c) any and all other debts or liabilities of Mortgagors to Mortgagee now existing or hereafter arising; and that all sums so advanced, credits made, or amounts owing shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing, and the lien of this mortgage securing such advances and re-advances shall be superior to the rights of the holder of any intervening lien or encumbrance.
3. That they will keep the improvements upon said premises constantly and satisfactorily insured in an insurance company or companies to be approved by the Mortgagee, until said note is paid, against loss by fire and the risks covered under the Extended Coverage Endorsement, in an amount equal to 100% of the replacement cost of the improvements, said coverage to be endorsed with a Replacement Cost Endorsement, the amount reviewed annually and increased if necessary so as to provide coverage at all times in an amount necessary to restore the improvements to the condition existing just prior to the destruction or damage. Such policy or policies shall be deposited with and made payable to the Mortgagee by attachment of the Standard Mortgage Clause for further security of said note, and the proceeds thereof shall at the option of the Mortgagee be applied in payment of the indebtedness secured by this Mortgage; provided, however, notwithstanding the option of the Mortgagee to apply the proceeds to said