

subject property accompanied by a rent roll specifying the name of each tenant in occupancy, the number of square feet leased and the annual rental of each such tenant of the subject property, all in reasonable detail and certified by the Mortgagors to be correct. In the event of default under any of the terms of the within mortgage, the Mortgagee shall have the right to require said financial statements to be audited by an independent certified public accountant in accordance with generally accepted accounting principles. The cost of such audit, if required, shall be borne by the Mortgagors.

18. That the Mortgagors shall not sell, convey or further mortgage the security hereunder without the prior written consent of the Mortgagee.

19. The Mortgagor, Oakwood Properties, a General Partnership, is the owner, as Lessee, of a Lease to the property described in Schedule A, attached hereto from Oakwood Orthopaedic Clinic, P.A., the owner thereof, in fee simple, dated June 7, 1982, for a period of 15 years, commencing on December 1, 1982, and ending on midnight, November 30, 1997. Oakwood Orthopaedic Clinic, P.A. has executed the mortgage to encumber all their right, title and interest in and to the above described property but expressly does not undertake hereby any individual liability on its part to pay the indebtedness due on the note which this mortgage secures.

20. The Mortgagor, Oakwood Orthopaedic Clinic, P.A., reserves the right that, in the event of any default in the terms and conditions of this mortgage or in the note which this mortgage secures, which defaults are of a kind and nature which the Mortgagor, Oakwood Properties, a General Partnership, would have the right to cure, the Mortgagee or its assigns shall duly notify it of the existence of such default, but without any liability on the part of the Mortgagee for the failure to so notify them and, furthermore, that in the event of a default in said note and mortgage as aforesaid, the Mortgagee herein or its assigns will accept payment or performance by Oakwood Orthopaedic Clinic, P.A. and that such payment or performance will cure the default under the said note and mortgage as effectively as though made by Oakwood Properties, a General Partnership.

IN THE PRESENCE OF:

J. C. Blahely, Jr.  
John H. W. [Signature]

OAKWOOD ORTHOPAEDIC CLINIC, P.A.

By: W. B. [Signature]  
 Its President  
 And: Wm. K. Manning MD  
 Its Secretary

J. C. Blahely, Jr.  
John H. W. [Signature]

OAKWOOD PROPERTIES, a General Partnership

By: W. B. [Signature]  
 Its Partner  
 And: John B. Ennis MD  
 Its Partner  
 And: Wm. K. Manning MD  
 Its Partner  
 And: P. J. [Signature]  
 Its Partner

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