

terms, covenants and conditions secured by or set forth in any of the Loan Documents. This assignment is given for the purposes of keeping said Property in proper repair, keeping all leases free of default by Mortgagor and satisfying all other terms, covenants and conditions hereof and of all other Loan Documents. Furthermore, Mortgagee is hereby given a prior and continuing lien on such Income. The Mortgagor hereby appoints Mortgagee as Mortgagor's attorney, coupled with an interest, to collect said Income without suit and to apply the same, less expenses of collection, to any amounts due Mortgagee which are secured hereby or secured by any of the other Loan Documents, in such manner as the Mortgagee may elect; provided, however, that until there be a default under the terms of this Mortgage or any of the other Loan Documents, the Mortgagor may continue to collect and enjoy said Income. The curing of any such default, however, shall not entitle the Mortgagor to again collect said Income unless Mortgagee shall consent thereto in writing. This assignment of Income and power of attorney shall be irrevocable and shall be in addition to the other remedies herein provided or provided in any of the other Loan Documents in the event of such a default and may be put into effect independently of or concurrently with any of said remedies, but no liability shall attach to Mortgagee for failure or inability to collect any Income herein assigned. This assignment, lien, and power of attorney shall apply to all Income hereafter accruing from said Property including all present leases and rentals of the said Property and all leases and rentals hereafter made by the present or any future owners of such Property, and any purchaser of said Property shall take subject to all terms, covenants and conditions hereof. Mortgagor shall furnish to Mortgagee an annual accounting of all Income and expenses pertaining to the Property, such accounting to be in form and content satisfactory to Mortgagee in all respects, to be certified in a manner designated by Mortgagee and to be furnished to Mortgagee within 90 days after the end of Mortgagor's fiscal year. On demand, Mortgagor will furnish to Mortgagee and its agents convenient facilities for the audit of such annual statements; provided, however, that Mortgagee may require such statements to be submitted by Mortgagor in audited form at Mortgagor's cost and expense and certified by an independent certified public accountant. Mortgagee and its agents shall have access at all times to inspect any or all of Mortgagor's books and records with respect to the Property and the operation thereof and may make copies thereof and take extracts therefrom. In addition to the foregoing provisions of this paragraph 10, in the event of a default in any of the Loan Documents, Mortgagee is hereby vested with the power to seek and obtain the appointment of a receiver as a matter of right and regardless of the adequacy of the security for the indebtedness hereby secured. Such receiver, and, in the absence of a receiver, Mortgagee shall be entitled to all rights available at law or in equity in the management and operation of the Property, together with all other rights of management and operation which are set forth in this paragraph 10 or in paragraph 24 hereof or otherwise set forth in any of the Loan Documents.

11. In the event of the passage of any state, federal, municipal or other law or regulation subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages, notes or any other loan documents or debts secured by mortgages or by any other loan documents or the manner of collecting such taxation, the entire balance of the principal, interest and other sums evidenced or secured by said Loan Documents shall without notice become due and payable forthwith at the option of the Mortgagee.

12. Upon the request of (i) the then owners of the Property, (ii) any party bound hereon or bound on any of the Loan Documents, or (iii) any party who has assumed or may hereafter assume payment or performance of the Note or any of the other Loan Documents; then, said Note, or any part of the principal or interest evidenced thereby or by any of the Loan Documents or any other indebtedness evidenced or secured thereby may be renewed, extended or modified from time to time by Mortgagee, or the Property or any part thereof or any other realty or personalty securing said Note may be released or surrendered, in whole or in part, without the consent of or notice to any parties bound hereon or bound on any of said Loan Documents and without releasing, discharging or modifying any liability in connection herewith or in connection with any of said Loan Documents or affecting any of the Property or any of Mortgagee's liens thereon.

13. Except to the extent specific construction has been approved by Mortgagee and by The Life Insurance Company of Virginia, a Virginia corporation (if it is not the original Mortgagee named herein) prior to the date hereof, no additional buildings or other structures may be constructed hereafter on the Property conveyed herein, nor shall the amount of parking at any time situated on or about the Property be reduced. Further, Mortgagor shall not change the architectural design of any buildings or other structures now or hereafter situated on the Property and shall not alter or remove the structural portions of any improvements now or