

hereafter situated on the land conveyed herein or encumbered hereby. The present use of the Property as a medical facility will not be altered.

14. The failure of Mortgagor as lessor to comply with any or all of the terms, covenants and conditions of any lease or leases affecting the Property or any part thereof will automatically constitute a default hereunder. Mortgagor hereby agrees to assign to Mortgagee, at any time hereafter upon request of Mortgagee, any leases specified by Mortgagee in such request which affect all or any part of the Property. Such assignments will be executed promptly, will be in such form as Mortgagee shall require and will be recorded promptly at the expense of Mortgagor. Further, if any lease which is assigned to Mortgagee in a separate assignment of leases securing said Note is terminated or expires, Mortgagor agrees not to execute any lease covering all or any part of the Property covered by the expired or terminated lease without obtaining Mortgagee's prior written approval of said lease. Mortgagor agrees not to assign any leases affecting any part of the Property or the rents and profits therefrom to any person or entity without the prior written consent of Mortgagee. Mortgagor agrees to deliver to Mortgagee, within ten (10) days after request by Mortgagee, a sworn statement setting forth the names of all lessees and tenants of any part of the Property and stating whether any defaults, off-sets, counterclaims or defenses exist under or in connection with any of said leases, together with complete copies of all leases and modifications thereof. Any leases of any part or all of the Property shall require the lessees therein to give the same sworn statement except restricted to each of such lessee's leases respectively, and Mortgagor will exercise and enforce promptly and with diligence to a successful conclusion its right to obtain each of such lessee's statements after request therefor by Mortgagee and will immediately deliver to Mortgagee each of such statements upon receipt thereof by Mortgagor.

15. If the Property described herein is ever designated as part of a flood plain area or any other designation which would make such Property subject to the Federal Flood Insurance Act of 1968, as amended heretofore or hereafter or any similar law, then Mortgagor agrees to do everything in its power to comply with the requirements of said law (including all regulations and other requirements applicable thereto) in order that flood insurance will be available to said Mortgagor. Upon such insurance becoming available to Mortgagor, Mortgagor agrees to obtain for the benefit of Mortgagee an insurance policy satisfactory to Mortgagee in all respects (including amount, insurer, form and otherwise), to deliver such policy to Mortgagee as soon as possible, to pay all expenses in connection therewith and to maintain such insurance in full force and effect at all times at Mortgagor's expense.

16. Mortgagor and all other parties purchasing subject to or assuming any liability under any of the Loan Documents or agreeing to be bound by all or any part of any of the Loan Documents, now or hereafter, do consent and agree that if the Property, or any portion thereof or beneficial interest therein, be transferred, assigned or otherwise conveyed to any owner, transferee or assignee of all or any part of the Property, and if as a result of a default hereunder or under any of the Loan Documents, Mortgagee shall exercise its right to accelerate the indebtedness secured hereby; then, Mortgagee may, at its option, accept delinquent payments or other cure of default giving rise to such acceleration from the then owner of the Property or any other person and reinstate the indebtedness and all Loan Documents in accordance with the schedule of maturity as of the time of acceleration or upon such amended schedule as may be agreed to by the then owner and Mortgagee if extension and renewal are otherwise not prohibited by the Note or this Mortgage or the other Loan Documents or by law, and no such reinstatement shall in any way affect the liability of Mortgagor and other parties liable hereunder or under any of the other Loan Documents, whether as surety or otherwise.

17. Upon any default in the terms, covenants or conditions of this Mortgage or any of the other Loan Documents, and following the acceleration of maturity of the Note indebtedness as aforesaid, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby, made at any time prior to foreclosure sale by the Mortgagor or by anyone on behalf of the Mortgagor, shall constitute an evasion of the prepayment privilege contained in said Note and shall be deemed to be a voluntary prepayment thereunder; and such payment, to the extent now permitted by law, will therefore include the premium required under the prepayment privilege, if any, contained in the Note secured hereby, or if at that time there be no such prepayment privilege, then such payment, to the extent now permitted by law, will include a premium for such prepayment of seven percent (7%) of the then unpaid principal balance of said Note.

18. The parties hereby agree that to further secure the above described indebtedness, this Mortgage shall serve as a security agreement conveying to