

lien or security interest hereof, such event shall be deemed to be a transfer by Mortgagor. Mortgagor shall not, without the prior written consent of Mortgagee, further assign the rents from the Mortgaged Property, nor enter into any agreement or do any act to amend, modify, extend, terminate, cancel, accept the surrender, subordinate, accelerate the payment of rent, or change the terms of any renewal option of any lease now or hereafter covering the Mortgaged Property or any part thereof.

1.09 Further Assurance. At any time and from time to time, upon Mortgagee's request Mortgagor shall make, execute, and deliver or cause to be made, executed, and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be rerecorded or refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, certificates, and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge in accordance with the Loan Agreement, perfect, or continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien and security interest of this Mortgage as a first and prior lien and security interest upon all of the Mortgaged Property, subject to the matters shown on Exhibit C hereto, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, rerecord, or refile any and all such mortgages, instruments, financing statements, certificates, and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee and any officer or agent thereof, with full power of substitution, as the agent and attorney-in-fact of Mortgagor with full irrevocable power and authority (but not the duty or obligation to do so.

1.10 After Acquired Property. The lien and security interest of this Mortgage shall attach automatically, without further act, to all after acquired property of Mortgagor, wherever located, whether located in or on, or attached to, or used or intended to be used in connection with or with the operation of the Mortgaged Property or any part thereof, or therewith.