

voluntarily or involuntarily, whether by operation of law or otherwise, any transfer or conveyance of all or any part of or interest in the Property or be divested of title to the Property or any part thereof or interest therein. All information requested by Mortgagee to consider the terms and conditions of any such transfer, conveyance, or divestment will be delivered by Mortgagor to Mortgagee immediately upon request. NOTICE: MORTGAGEE RESERVES THE RIGHT TO INCREASE THE INTEREST RATE ON THE NOTE TO A THEN CURRENT MARKET INTEREST RATE AS DETERMINED SOLELY BY MORTGAGEE IN THE EVENT MORTGAGEE IS REQUESTED TO APPROVE AND DOES APPROVE ANY TRANSFER OR CONVEYANCE REFERRED TO IN THIS PARAGRAPH, AND MORTGAGOR HEREBY AGREES NOT TO OBJECT TO SUCH INCREASE IN THE INTEREST RATE OR THE PAYMENT OF SUCH FEE.

(g) Mortgagor shall not, without the prior written consent of Mortgagee, make, suffer or permit, voluntarily or involuntarily, whether by operation of law or otherwise, any encumbrance of all or any part of or interest in the Property, except for the following:

(i) A mortgage (the "First Mortgage") of the Property to Bankers Life Company (the "First Mortgagee") to secure the repayment of a \$35,000,000 loan (the "First Loan") to Mortgagor and which is superior hereto, and any replacement encumbrance arising as a result of any refinancing of the First Mortgage as long as such refinancing does not exceed the outstanding principal balance of the First Loan plus the costs directly associated with the refinancing at the time such loan is being refinanced; provided, however, Mortgagor may refinance the First Loan for an amount greater than the outstanding principal balance existing at the time of the refinancing and the costs directly related thereto, so long as all refinancing proceeds in excess of the then existing principal balance outstanding under the First Loan and the costs directly related thereto are paid to Mortgagee and Mortgagee upon receipt of such payment shall apply such payment against the accrued interest and then to the principal balance of this Note.

(ii) Mortgagor shall have the right to further encumber the Property so long as all such encumbrances at all times are subject and inferior in right and title to the lien of this Mortgage.

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