

release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or other instrument securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

7. Care of Property.

a. Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair. Mortgagor shall not remove, demolish, materially alter or materially change the use of any building, structure or other improvement presently or hereafter on the Land without the prior written consent of Mortgagee, except as provided in the Loan Agreement. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof.

b. Mortgagee may enter upon and inspect the Mortgaged Property at any reasonable time during the life of this Mortgage.

c. Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

d. If all or any part of the Mortgaged Property shall be lost, damaged or destroyed by fire or any other cause, Mortgagor will give immediate written notice thereof to Mortgagee and shall promptly restore the Mortgaged Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefor. If a part of the Mortgaged Property shall be lost, physically damaged or destroyed through condemnation, Mortgagor will promptly restore, repair or alter the remaining property in a manner satisfactory to Mortgagee.

8. Transfer of Property. If all or any part of the Mortgaged Property or an interest therein is sold or transferred directly or indirectly by Mortgagor without Mortgagee's prior written consent, including, but not limited to (i) the execution of an option or contract for sale pursuant to which a proposed purchaser enters into the possession or control of the property, (ii) the execution of a lease for a term, including renewal options, of more than one year, (iii) a transfer to any partnership or corporation, and (iv) in the case of any property owned by a partnership, corporation, trust or other legal entity, the transfer directly or indirectly whether by merger or otherwise of a controlling interest in said partnership, corporation, trust or other legal entity; but excluding the creation of a lien or encumbrance subordinate to this Mortgage or the creation of a purchase money security interest for furniture, fixtures or equipment or a transfer by devise or descent or by operation of law upon the death of Mortgagor; then in such event Mortgagee may at the Mortgagee's sole option declare all sums secured by this Mortgage to be immediately due and payable. The Mortgagor acknowledges that the Mortgagee has placed material reliance upon this covenant. Mortgagor agrees that in the event of any undisclosed transfer Mortgagor shall be liable for and shall pay interest on the total outstanding principal amount of this Mortgage from the date of such undisclosed transfer at the rate of twenty-five (25%) percent per annum; provided, however, if any such rate, if charged, would be deemed usurious by a court of law, the rate charged hereunder shall be reduced to the maximum rate allowed by law.

9. Further Assurances. At any time and from time to time, upon Mortgagee's request Mortgagor shall make, execute and deliver or cause to be made, exercised 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