

Eighth. FURTHER ASSURANCES. At any time, and from time to time, upon request by Mortgagee, Mortgagor will make, execute and deliver to Mortgagee any and all other further instruments, certificates, and other documents as may, in the opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of Mortgagor under the Wrap Note and the lien of this Mortgage and Security Agreement. Upon any failure by Mortgagor so to do, Mortgagee may execute and record any and all such instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney in fact for Mortgagor so to do.

Ninth: LEASES AFFECTING THE PREMISES. Mortgagor shall perform all covenants to be performed by the landlord under any and all leases on the Property, or any part thereof, and shall not, without the written consent of Mortgagee, cancel, surrender, or modify any lease which Mortgagor has assigned to Mortgagee, except in the ordinary course of business. Upon demand, Mortgagor will furnish Mortgagee with copies of any lease on the Property, or any part thereof.

Tenth: EXPENSES. Mortgagor will pay or reimburse Mortgagee for all reasonable attorney's fees, costs and expenses incurred by Mortgagee in any proceedings involving the estate of a decedent, or an insolvent, or in any action, legal proceeding, or dispute of any kind in which Mortgagee is made a party or appears as a party plaintiff, or defendant, affecting the indebtedness hereby secured, this Mortgage, or the interest created herein, or the Property, including, but not limited to, any action to foreclose this Mortgage and Security Agreement, enforcement of payment of the Wrap Note; and condemnation action involving the Property, or any action to protect the security hereof, and any such amounts paid by Mortgagee shall be added to the indebtedness secured by the lien of this Mortgage.

Eleventh: ESTOPPEL AFFIDAVITS. Mortgagor, upon ten (10) days' prior written notice, shall furnish Mortgagee, or any designee of Mortgagee, a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby, and whether or not any known setoffs or defenses exist against such