

the maximum rate of interest permitted by law from time to time, whichever shall be less.

e. Performance of all obligations of any guarantor of any of the obligations of Mortgagor contained in this Mortgage, the Note, the Loan Agreement, or any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby.

f. Payment of all other sums, with interest thereon, which may hereafter be loaned to Mortgagor, or its successors or assigns, by Mortgagee, when evidenced by a promissory note or notes reciting that they are secured by this Mortgage; provided, however, such advances shall in no event exceed the sum of Three Million and No/100 Dollars (\$3,000,000.00) plus any amounts advanced by Mortgagee for Mortgagor's account for payment of taxes, assessments and insurance.

g. Performance of Mortgagor's obligations and agreements contained in any other document relating to the Note or the loan evidenced thereby.

This Mortgage, the Note, the Loan Agreement, the Buy and Sell Agreement, any guaranty(s) thereof and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby will hereafter sometimes be referred to as the "Loan Instruments."

TO PROTECT THE SECURITY OF THIS MORTGAGE, THE MORTGAGOR FURTHER COVENANTS, WARRANTS AND AGREES WITH THE MORTGAGEE AS FOLLOWS:

#### ARTICLE I

##### COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1.01 Payment of Secured Obligations. To pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments, and the principal of, and interest on, any future advances secured by this Mortgage.

1.02 Maintenance, Repair, Alterations. To keep the Premises in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Property and promptly restore in like manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Premises or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Premises; to keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; to comply with the provisions of any lease; and not to commit, suffer or permit any act to be done in or upon the Premises in violation of any law, ordinance or regulation.

1.03 Required Insurance. To at all times provide, maintain and keep in force the following policies of insurance:

0216

4328 RV-2