

2007 10 22 14:17:39

1.10 Leases and Other Agreements Affecting Mortgaged Property. The Borrower will duly and punctually perform all terms, covenants, conditions and agreements binding upon it or the Mortgaged Property under any lease or any other agreement or instrument of any nature whatsoever which involves or affects the Mortgaged Property or any part thereof. The Borrower agrees that it will furnish the Lender with true and complete copies of all such leases existing on the date of each request therefor which may be made by the Lender. If the Lender so requests, the Borrower shall cause the tenant under each or any of such leases entered into after the date hereof and existing leases which provide therefor to enter into subordination and attornment agreements with the Lender which are satisfactory to the Lender. The Borrower will not accept payment of advance rents or security deposits equal, in the aggregate, to more than one (1) month's rent without the express written consent of the Lender. In order to further secure payment of the Note and the observance, performance and discharge of the Borrower's obligations hereunder, the Borrower hereby assigns, transfers and sets over to the Lender all of the Borrower's right, title and interest in, to and under all of the leases now or hereafter affecting the Mortgaged Property or any part thereof and in and to all of the rents, issues, profits, revenues, awards and other benefits now or hereafter arising from the Mortgaged Property or any part thereof. Unless and until an Event of Default occurs, the Borrower shall be entitled to collect the rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property (except as otherwise provided in this Mortgage) as and when they become due and payable. The Lender shall be liable to account only for rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property actually received by the Lender pursuant to any provision of this Mortgage.

1.11 Expenses. The Borrower will immediately upon demand pay or reimburse the Lender for all attorneys' fees, costs and expenses incurred by the Lender in any proceedings involving the estate of a decedent, an insolvent or a bankrupt, or in any action, proceeding or dispute of any kind in which the Lender is made a party, or appears as an intervener or party plaintiff or defendant, affecting or relating to the Note or any security therefor, this Mortgage, the Loan Agreement, the Borrower, any of the beneficiaries of the Borrower or the Mortgaged Property, including, but not limited to, the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof, and any such amounts paid by the Lender shall be added to the indebtedness secured hereby and secured by the lien and security interest of this Mortgage, and shall bear interest at the rate provided in the Note for interest payable after default (the "Default Rate").

1.12 Books, Records and Accounts. The Borrower will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Mortgaged Property or in connection with any services, equipment or furnishings provided in connection with the operation of the Mortgaged Property, whether such income or expenses be realized by the Borrower or by any other person or entity whatsoever excepting sublessors unrelated to and unaffiliated with the Borrower and who leased from the Borrower

0759

4328 RV-2