

any and all such other and further mortgages, instruments of further assurance, certificates and other documents, as may, in the opinion of the Lender, be necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve (a) the obligation of the Borrower under the note and this mortgage, and (b) the lien of this mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by the Borrower. Upon any failure by the Borrower so to do, the Lender may make, execute, record, file, re-record, and/or refile any and all such mortgages, instruments, certificates, and documents for and in the name of the Borrower, and the Borrower hereby irrevocably appoints the Lender the agent and attorney-in-fact of the Borrower so to do. The lien hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Mortgaged Property or any part thereof.

1.10 LEASES AFFECTING MORTGAGED PROPERTY. The Borrower will comply with and observe its obligations as landlord under all leases affecting the Mortgaged Property or any part thereof. Borrower will furnish Lender with executed copies of all leases now or hereafter created on said premises; and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. Borrower will not, without the express written consent of the Lender, modify, surrender, or terminate, either orally or in writing, any lease now existing or hereafter created upon the premises described herein, nor will the Borrower permit an assignment or sublease without the express written consent of the Lender. Borrower will not accept payment of rent more than two (2) months in advance without the express written consent of Lender. If requested by the Lender, the Borrower will assign to the Lender as additional security any and all such leases whether now existing or hereafter created including, without limitation, all rents, royalties, issues and profits of the premises from time to time accruing.

1.11 LENDER'S PERFORMANCE OF DEFAULTS. If the Borrower