

Prepared by, and after recording
Return to:

**MULTIFAMILY RESTORATION LOAN FUNDING PROGRAM
MRLF MORTGAGE, PLEDGE OF LEASES AND RENTS
AND SECURITY AGREEMENT**

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**MRLF MORTGAGE,
PLEDGE OF LEASES AND RENTS
AND SECURITY AGREEMENT**

BE IT KNOWN on this ___ day of _____, 201_, before me the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared _____, Duly Authorized Agent of _____, the _____ of _____, a Louisiana _____, whose address is _____ (Taxpayer Identification No. XX-XXX____), duly authorized pursuant to the resolutions attached hereto, (“**Borrower**”), who by me duly sworn did declare and acknowledge that Borrower is indebted in favor of **LOUISIANA HOUSING CORPORATION** whose permanent mailing address is 2415 Quail Drive, Baton Rouge, Louisiana 70808 (Taxpayer Identification No. 45-4619102) (together with its successors and assigns and any subsequent holders, collectively the “**Lender**”), under Borrower’s Multifamily Restoration Loan Funding Program (the “**MRLRF Program**”, dated the date of this MRLF Mortgage, in principal amount of _____ AND 00/100 DOLLARS (\$_____)) which note is payable to the order of the above-named Lender, and has a stated maturity date of _____ 1, 20___, (the “**MRLF Note**”), and, together with and as a part of the Indebtedness, is secured by this MRLF Mortgage, Pledge of Leases and Rents and Security Agreement (the “**MRLF Mortgage**”).

TO SECURE TO LENDER the repayment of the Indebtedness (including the payment of reasonable attorneys’ fees), and all renewals, extensions, modifications and refinancings of the Indebtedness, and the performance of the covenants and agreements of Borrower contained in the MRLF Loan Documents, Borrower hereby mortgages, hypothecates and assigns to Lender the MRLF Mortgaged Property, including the Land located in the Parish of _____, State of Louisiana and described in **Exhibit A – Property Description** attached to this MRLF Mortgage. The maximum amount of the Indebtedness outstanding at any time and from time to time that is secured by this MRLF Mortgage shall be limited to an amount equal to the original principal balance of the MRLF Note multiplied by eight, inclusive of principal, interest, late charges, default interest, prepayment premiums, additional advances pursuant to this MRLF Mortgage, costs, expenses and attorneys’ fees.

Borrower represents and warrants that Borrower is the full owner and lawfully seized of the MRLF Mortgaged Property and has the right, power and authority to mortgage, grant, convey and assign the MRLF Mortgaged Property, and that the MRLF Mortgaged Property is unencumbered, except as set forth on **Exhibit B – Permitted Encumbrances** attached hereto (“**Permitted Encumbrances**”). Borrower covenants that Borrower will warrant and defend generally the title to, and the ownership and possession of, the MRLF Mortgaged Property against all claims and demands, subject to any servitudes, easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy issued to Lender contemporaneously with the execution and recordation of this MRLF Mortgage and insuring Lender’s interest in the MRLF Mortgaged Property.

Covenants. Borrower and Lender covenant and agree as follows:

1. DEFINITIONS.

The following terms, when used in this MRLF Mortgage (including when used in the above recitals), shall have the following meanings:

(a) “**Borrower**” means all persons or entities identified as “**Borrower**” in the first paragraph of this MRLF Mortgage, together with their successors and assigns.

(b) “**Environmental Permit**” means any permit, license, or other authorization issued under any Hazardous Materials Law with respect to any activities or businesses conducted on or in relation to the MRLF Mortgaged Property.

(c) “**Event of Default**” means the occurrence of any event listed in Section 21.

(d) “**Fixtures**” means all property which is so attached to the Land or the Improvements as to constitute an integral or component part, or a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods;

mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment.

(e) “**Governmental Authority**” means any board, commission, department or body of any municipal, parish, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the MRLF Mortgaged Property or the use, operation or improvement of the MRLF Mortgaged Property.

(f) “**Guarantor**” means the natural person(s) or entity identified as such at the foot of this MRLF Mortgage, and any person or entity that becomes a Guarantor after the date of this MRLF Mortgage and that is identified as such in an amendment or supplement to this MRLF Mortgage.

(g) “**Hazardous Materials**” means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls (“PCBs”) and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the MRLF Mortgaged Property is prohibited by any federal, state or local authority; any substance that requires special handling; and any other material or substance now or in the future defined as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “toxic pollutant,” “contaminant,” or “pollutant” within the meaning of any Hazardous Materials Law.

(h) “**Hazardous Materials Laws**” means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future and including all amendments, that relate to Hazardous Materials and apply to Borrower or to the MRLF Mortgaged Property. Hazardous Materials Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, the Toxic Substance Control Act, 15 U.S.C. Section 2601, *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*, and their state analogs, and any other environmental laws or hazardous materials laws under the State of Louisiana.

(i) “**Impositions**” is defined in Section 7(a).

(j) “**Improvements**” means the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions.

(k) “**Indebtedness**” means the principal of, interest on, and all other amounts due at any time under the MRLF Loan Agreement, the MRLF Note, this MRLF Mortgage or any other MRLF Loan Document, including prepayment premiums, late charges, default interest, attorneys’ fees, keeper fees, collection and foreclosure expenses, advances as provided in Section 11 to protect the security of this MRLF Mortgage, and any other sums that Lender may advance or incur with respect to the MRLF Mortgaged Property, or as otherwise provided in this MRLF Mortgage or any other MRLF Loan Document.

(l) “**Key Principal**” means the natural person(s) or entity identified as such at the foot of this MRLF MRLF Mortgage, and any person or entity that becomes a Key Principal after the date of this MRLF MRLF Mortgage and that is identified as such in an amendment or supplement to this MRLF MRLF Mortgage.

(m) “**Land**” means the immovable property described in **Exhibit A**. The immovable property is located in _____ Parish, State of Louisiana.

(n) “**Leases**” means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the MRLF Mortgaged Property, or any portion of the MRLF Mortgaged Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals.

(o) “**Lender**” means the entity identified as “**Lender**” in the first paragraph of this MRLF Mortgage and its successors and assigns, or any subsequent holder of the MRLF Note.

(p) “**Loan Servicer**” means the entity that from time to time is designated by Lender to collect payments and deposits and receive notices under the MRLF Note, this MRLF Mortgage and any other MRLF Loan Document, and otherwise to service the loan evidenced by the MRLF Note for the benefit of Lender. Unless Borrower receives notice to the contrary, the Loan Servicer is the entity identified as “**Lender**” in the first paragraph of this MRLF Mortgage.

(q) “**MRLF Loan Agreement**” means the Multifamily Restoration Loan Funding Program Agreement between Borrower and LHC, dated the date of this MRLF Mortgage, as modified, amended, and supplemented in accordance with its terms.

(r) “**MRLF Loan Documents**” means for the purposes of this MRLF Mortgage, the MRLF Note, this MRLF Mortgage, the MRLF Loan Agreement, all guaranties, all indemnity agreements (including without limitation any Operating Deficit Guaranty, Performance and Completion Guaranty, and the Guaranty of Exceptions to Non-Recourse Liability), and the MRLF Regulatory Agreement required by the Loan Agreement, and any other documents now or in the future executed by Borrower, Guarantor, or any other person securing or evidencing the loan evidenced by the MRLF Note, as such documents may be amended from time to time.

(s) “**MRLF Mortgaged Property**” means all of Borrower’s present and future right, title and interest in and to all of the following:

(i) the Land;

(ii) the Improvements;

(iii) the Fixtures;

(iv) the Personalty;

(v) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, servitudes, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(vi) all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the MRLF Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender’s requirement;

(vii) all awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the MRLF Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the MRLF Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(viii) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the MRLF Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(ix) all proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

(x) all Rents and Leases;

(xi) all earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the MRLF Mortgaged Property, and all undisbursed proceeds of the loan secured by this MRLF Mortgage and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(xii) [reserved];

(xiii) all refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this MRLF Mortgage is dated);

(xiv) all tenant security deposits which have not been forfeited by any tenant under any Lease;

(xv) all names under or by which any of the above MRLF Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the MRLF Mortgaged Property; and

(t) “**MRLF Note**” means the MRLF Note described in the first paragraph of this MRLF Mortgage, including the Acknowledgment and Agreement of Guarantor to Personal Liability for Exceptions to Non-Recourse Liability (if any), and all schedules, riders, allonges and addenda, as such Note may be amended from time to time.

(u) “**MRLF Regulatory Agreement**” means the Multifamily Restoration Loan Funding Program Regulatory Agreement between the LHC and the Borrower.

(v) “**Permitted Transfer**” has the meaning set forth in Section 20(b). A Permitted Transfer shall not require the consent of the Lender and shall not constitute an Event of Default hereunder or under the Loan Documents.

(w) “**Personalty**” means all equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible (corporeal) personal (movable) property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible (incorporeal) property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land.

(x) “**Rents**” means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including subsidy payments received from any sources (including, but not limited to payments under any Project Based Rental Assistance Contract (“**PBRA Contract**”)), parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, whether now due, past due, or to become due, and deposits forfeited by tenants

(y) “**Senior Lender**” means [TBD].

(z) “**Taxes**” means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements.

(aa) “**Transfer**” means: (A) a sale, assignment, transfer or other disposition (whether voluntary, involuntary or by operation of law, and whether on a bond for deed basis or otherwise); (B) the granting, creating or attachment of a lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law, and whether on a bond for deed basis or otherwise); (C) the issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock; (D) the withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or manager in a limited liability company; or (E) the merger, dissolution, liquidation, or consolidation of a legal entity. “Transfer” shall include the dispositions described in Section 15 below, but does not include (i) a conveyance of the MRLF Mortgaged Property at a judicial or non-judicial foreclosure sale under this MRLF Mortgage, or (ii) the MRLF Mortgaged Property becoming part of a bankruptcy estate by operation of law under the United States Bankruptcy Code, or (iii) a Permitted Transfer. For purposes of defining the term “Transfer,” the term “partnership” shall mean a general partnership, a limited partnership or partnership in commendam, a joint venture and a registered limited liability partnership, and the term “partner” shall mean a general partner, a limited partner and a joint venturer.

(bb) “**Uniform Commercial Code**” or “**UCC**” means the Louisiana Commercial Laws, Louisiana Revised Statutes Title 10, Sections 1-101, *et seq.*

2. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.

This MRLF Mortgage is also a security agreement under the Uniform Commercial Code for any of the MRLF Mortgaged Property which, under applicable law, may be subject to a security interest under the Uniform Commercial Code, whether acquired now or in the future, and all products and cash and non-cash proceeds thereof (collectively, “**UCC Collateral**”), and Borrower hereby grants to Lender a security interest in the UCC Collateral. Borrower hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest and Borrower agrees, if Lender so requests, to execute and deliver to Lender such financing statements, continuation statements and amendments. Borrower shall pay all filing costs and all costs and expenses of any record searches for financing statements that Lender may require.

Without the prior written consent of Lender, Borrower shall not create or permit to exist any other lien or security interest in any of the UCC Collateral. If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this MRLF Mortgage or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies. This MRLF Mortgage constitutes a financing statement with respect to any part of the MRLF Mortgaged Property which is or may become a Fixture.

3. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

(a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all Rents. It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Borrower. Promptly upon request by Lender, Borrower agrees to execute and deliver such further assignments as Lender may from time to time require. Borrower and Lender intend this assignment of Rents to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of Rents, and for no other purpose, Rents shall not be deemed to be a part of the "MRLF Mortgaged Property," as that term is defined in Section 1(r). However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the Property Jurisdiction, then the Rents shall be included as a part of the MRLF Mortgaged Property and it is the intention of the Borrower that in this circumstance this MRLF Mortgage create and perfect a security interest on Rents in favor of Lender, which security interest shall be effective as of the date of this MRLF Mortgage.

(b) After the occurrence of an Event of Default, Borrower authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the MRLF Mortgaged Property to pay all Rents to, or as directed by, Lender, and Borrower shall, upon Borrower's receipt of any Rents from any sources, pay the total amount of such receipts to the Lender. However, until the occurrence of an Event of Default, Lender hereby grants to Borrower a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the installments of interest and principal then due and payable under the MRLF Note and the other amounts then due and payable under the other Loan Documents and to pay the current costs and expenses of managing, operating and maintaining the MRLF Mortgaged Property, including utilities, Taxes and insurance premiums (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing, the Rents remaining after application pursuant to the preceding sentence may be retained by Borrower free and clear of, and released from, Lender's rights with respect to Rents under this MRLF Mortgage. From and after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the MRLF Mortgaged Property directly, or by a receiver, Borrower's license to collect Rents shall automatically terminate and Lender shall without notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Borrower shall pay to Lender upon demand all Rents to which Lender is entitled. At any time on or after the date of Lender's demand for Rents, Lender may give, and Borrower hereby irrevocably authorizes Lender to give, notice to all tenants of the MRLF Mortgaged Property instructing them to pay all Rents to Lender, no tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Borrower any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Borrower shall not interfere with and shall cooperate with Lender's collection of such Rents.

(c) Borrower represents and warrants to Lender that Borrower has not executed any prior assignment of Rents and that Borrower has not performed, and Borrower covenants and agrees that it will not perform, any acts and has not executed, and shall not execute, any MRLF Mortgage (other than to such entities as may be stated in this paragraph) which would prevent Lender from exercising its rights under this Section 3, and that at the time of execution of this MRLF Mortgage there has been no anticipation or prepayment of any Rents for more than two months prior to the due dates of such Rents. Borrower shall not collect or accept payment of any Rents more than two months prior to the due dates of such Rents.

(d) If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender's security or the solvency of Borrower and even in the absence of waste, enter upon and take and maintain full control of the MRLF Mortgaged Property in order to perform all acts that Lender in its discretion determines to be necessary or desirable for the operation and maintenance of the MRLF Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents, the making of repairs to the MRLF Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the MRLF Mortgaged Property, for the purposes of enforcing the assignment of Rents pursuant to Section 3(a), protecting the MRLF Mortgaged Property or the security of this MRLF Mortgage, or for such other purposes as Lender in its discretion may deem necessary or desirable. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Lender's security, without regard to Borrower's solvency and without the necessity of giving prior notice

(oral or written) to Borrower, Lender may apply to any court having jurisdiction for the appointment of a receiver for the MRLF Mortgaged Property to take any or all of the actions set forth in the preceding sentence. If Lender elects to seek the appointment of a receiver for the MRLF Mortgaged Property at any time after an Event of Default has occurred and is continuing, Borrower, by its execution of this MRLF Mortgage, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte* if permitted by applicable law. Lender or the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the MRLF Mortgaged Property. Immediately upon appointment of a receiver or immediately upon the Lender's entering upon and taking possession and control of the MRLF Mortgaged Property, Borrower shall surrender possession of the MRLF Mortgaged Property to Lender or the receiver, as the case may be, and shall deliver to Lender or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the MRLF Mortgaged Property and all security deposits and prepaid Rents. In the event Lender takes possession and control of the MRLF Mortgaged Property, Lender may exclude Borrower and its representatives from the MRLF Mortgaged Property. Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Section 3 shall not be construed to make Lender a MRLF Mortgagee-in-possession of the MRLF Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements.

(e) If Lender enters the MRLF Mortgaged Property, Lender shall be liable to account only to Borrower and only for those Rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the MRLF Mortgaged Property, by reason of any act or omission of Lender under this Section 3, and Borrower hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.

(f) If the Rents are not sufficient to meet the costs of taking control of and managing the MRLF Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall become an additional part of the Indebtedness as provided in Section 11.

(g) Any entering upon and taking of control of the MRLF Mortgaged Property by Lender or the receiver, as the case may be, and any application of Rents as provided in this MRLF Mortgage shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this MRLF Mortgage.

4. PLEDGE OF LEASES; LEASES AFFECTING THE MRLF MORTGAGED PROPERTY.

(a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all of Borrower's right, title and interest in, to and under the Leases, including Borrower's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Borrower's right, title and interest in, to and under the Leases. Borrower and Lender intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of the Leases, and for no other purpose, the Leases shall not be deemed to be a part of the "MRLF Mortgaged Property," as that term is defined in Section 1(r). However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the Property Jurisdiction, then the Leases shall be included as a part of the MRLF Mortgaged Property and it is the intention of the Borrower that in this circumstance this MRLF Mortgage create and perfect a security interest on the Leases in favor of Lender, which security interest shall be effective as of the date of this MRLF Mortgage.

(b) Until Lender gives notice to Borrower of Lender's exercise of its rights under this Section 4, Borrower shall have all rights, power and authority granted to Borrower under any Lease (except as otherwise limited by this Section or any other provision of this MRLF Mortgage), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, the permission given to Borrower pursuant to the preceding sentence to exercise all rights, power and authority under Leases shall automatically terminate. Borrower shall comply with and observe Borrower's obligations under all Leases, including Borrower's obligations pertaining to the maintenance and disposition of tenant security deposits.

(c) Borrower acknowledges and agrees that the exercise by Lender, either directly or by a receiver, of any of the rights conferred under this Section 4 shall not be construed to make Lender a MRLF Mortgagee-in-possession of the MRLF Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and the Improvements. The acceptance by Lender of the assignment of the Leases pursuant to Section 4(a) shall not at any time or in any event obligate Lender to take any action under this MRLF Mortgage or to expend any money or to incur any expenses. Lender shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the MRLF Mortgaged Property. Prior to Lender's actual entry into and taking possession of the MRLF Mortgaged Property, Lender shall not: (i) be obligated to perform any of the terms, covenants and conditions

contained in any Lease (or otherwise have any obligation with respect to any Lease); (ii) be obligated to appear in or defend any action or proceeding relating to the Lease or the MRLF Mortgaged Property; or (iii) be responsible for the operation, control, care, management or repair of the MRLF Mortgaged Property or any portion of the MRLF Mortgaged Property. The execution of this MRLF Mortgage by Borrower shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the MRLF Mortgaged Property is and shall be that of Borrower, prior to such actual entry and taking of possession.

(d) Upon delivery of notice by Lender to Borrower of Lender's exercise of Lender's rights under this Section 4 at any time after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the MRLF Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, Lender immediately shall have all rights, powers and authority granted to Borrower under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

(e) Borrower shall, promptly upon Lender's request, deliver to Lender an executed copy of each residential Lease then in effect. All Leases for residential dwelling units shall be on forms approved by Lender, shall be for initial terms of at least six months and not more than two years, and shall not include options to purchase. If customary in the applicable market, residential Leases with terms of less than six months may be permitted with Lender's prior written consent.

(f) Borrower shall not lease any portion of the MRLF Mortgaged Property for non-residential use except with the prior written consent of Lender and Lender's prior written approval of the Lease agreement. Borrower shall not modify the terms of, or extend or terminate, any Lease for non-residential use (including any Lease in existence on the date of this MRLF Mortgage) without the prior written consent of Lender. Borrower shall, without request by Lender, deliver an executed copy of each non-residential Lease to Lender promptly after such Lease is signed. All non-residential Leases, including renewals or extensions of existing Leases, shall specifically provide that (1) such Leases are subordinate to the lien of this MRLF Mortgage (unless waived in writing by Lender); (2) the tenant shall attorn to Lender and any purchaser at a foreclosure sale, such attornment to be self-executing and effective upon acquisition of title to the MRLF Mortgaged Property by any purchaser at a foreclosure sale or by Lender in any manner; (3) the tenant agrees to execute such further evidences of attornment as Lender or any purchaser at a foreclosure sale may from time to time request; (4) the Lease shall not be terminated by foreclosure or any other transfer of the MRLF Mortgaged Property; (5) after a foreclosure sale of the MRLF Mortgaged Property, Lender or any other purchaser at such foreclosure sale may, at Lender's or such purchaser's option, accept or terminate such Lease; and (6) the tenant shall, upon receipt after the occurrence of an Event of Default of a written request from Lender, pay all Rents payable under the Lease to Lender.

(g) Borrower shall not receive or accept Rent under any Lease (whether residential or non-residential) for more than two months in advance.

5. PAYMENT OF INDEBTEDNESS; PERFORMANCE UNDER LOAN DOCUMENTS.

Borrower shall pay the Indebtedness when due in accordance with the terms of the MRLF Note and the other Loan Documents and shall perform, observe and comply with all other provisions of the MRLF Note and the other Loan Documents.

6. EXCULPATION.

Borrower's personal liability for payment of the Indebtedness and for performance of the other obligations to be performed by it under this MRLF Mortgage is limited in the manner, and to the extent, provided in the MRLF Note.

7. TAXES, UTILITIES, INSURANCE; DEPOSITS FOR RESERVES AND OTHER CHARGES.

(a) Until the Indebtedness is paid in full, Borrower shall pay when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the MRLF Mortgaged Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require under Section 18, and (3) Taxes. Failure to pay all such amounts as and when due shall be a default hereunder. The amounts under the preceding sentence are collectively referred to in this MRLF Mortgage as the "Impositions". Borrower shall provide Lender with evidence that all Impositions have been paid upon request.

(b) Borrower shall deposit in an account or accounts established for such purposes: (1) replacement reserves as set forth in the Loan Agreement; and (2) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the MRLF Mortgaged Property, to prevent the imposition of liens on the MRLF Mortgaged Property, or otherwise to protect Lender's interests, all as

reasonably estimated from time to time by Lender. The amounts deposited under this subsection are collectively referred to in this MRLF Mortgage as “Reserves”. Borrower shall provide Lender with the bank, account number and such other information as may be necessary to identify the account holding the Reserves, and shall provide LHC with statements from such account within ten (10) days of receiving a request from LHC for such statements. Borrower shall maintain records indicating how much of the monthly Reserves and how much of the aggregate Reserves held are held for the purpose of paying amounts for which the Reserves are being held.

(c) Reserves shall be held in an institution whose deposits or accounts are insured or guaranteed by a federal agency. Borrower hereby pledges and grants to Lender a security interest in the Reserves as additional security for all of Borrower’s obligations under this MRLF Mortgage and the other Loan Documents.

(d) Reserves shall be used in accordance with the terms of the Loan Documents.

(e) No withdrawals from any account holding Reserves shall be made without the prior written approval of LHC, or its designated representative, such approval not to be unreasonably withheld or delayed.

8. APPLICATION OF PAYMENTS.

If at any time Lender receives, from Borrower or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, then Lender may apply that payment to amounts then due and payable in any manner and in any order determined by Lender, in Lender’s discretion. Neither Lender’s acceptance of an amount which is less than all amounts then due and payable nor Lender’s application of such payment in the manner authorized shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction. Notwithstanding the application of any such amount to the Indebtedness, Borrower’s obligations under this MRLF Mortgage and the MRLF Note shall remain unchanged.

9. COMPLIANCE WITH LAWS.

Borrower shall comply with all laws, ordinances, regulations and requirements of any Governmental Authority and all recorded lawful covenants and agreements relating to or affecting the MRLF Mortgaged Property (including the MRLF Regulatory Agreement), including all laws, ordinances, regulations, requirements and covenants pertaining to health and safety, construction of improvements on the MRLF Mortgaged Property, fair housing, zoning and land use, and Leases. Borrower also shall comply with all applicable laws that pertain to the maintenance and disposition of tenant security deposits. Borrower shall at all times maintain records sufficient to demonstrate compliance with the provisions of this Section 9. Borrower shall take appropriate measures to prevent, and shall not engage in or knowingly permit, any illegal activities at the MRLF Mortgaged Property that could endanger tenants or visitors, result in damage to the MRLF Mortgaged Property, result in forfeiture of the MRLF Mortgaged Property, or otherwise materially impair the lien created by this MRLF Mortgage or Lender’s interest in the MRLF Mortgaged Property. Borrower represents and warrants to Lender that no portion of the MRLF Mortgaged Property has been or will be purchased with the proceeds of any illegal activity.

10. USE OF PROPERTY.

Unless required by applicable law, Borrower shall not (a) except for any change in use approved by Lender, allow changes in the use for which all or any part of the MRLF Mortgaged Property is being used at the time this MRLF Mortgage was executed, (b) convert any individual dwelling units or common areas to commercial use, (c) initiate or acquiesce in a change in the zoning classification of the MRLF Mortgaged Property, or (d) establish any condominium or cooperative regime with respect to the MRLF Mortgaged Property.

11. PROTECTION OF LENDER’S SECURITY.

(a) If Borrower fails to perform any of its obligations under this MRLF Mortgage or any other Loan Document, or if any action or proceeding is commenced which purports to affect the MRLF Mortgaged Property, Lender’s security or Lender’s rights under this MRLF Mortgage, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws, fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Lender at Lender’s option may make such appearances, disburse such sums and take such actions as Lender reasonably deems necessary to perform such obligations of Borrower and to protect Lender’s interest, including (1) payment of fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants, (2) entry upon the MRLF Mortgaged Property to make repairs or secure the MRLF Mortgaged Property, (3) procurement of the insurance required by Section 18, and (4) payment of amounts which Borrower has failed to pay under Sections 14 and 16.

(b) Any amounts disbursed by Lender under this Section 11, or under any other provision of this MRLF Mortgage that treats such disbursement as being made under this Section 11, shall be added to, and become part of, the principal component of the Indebtedness, shall be immediately due and payable and shall bear interest from the date of disbursement until paid at the “**Default Rate**”, as defined in the MRLF Note.

(c) Nothing in this Section 11 shall require Lender to incur any expense or take any action.

12. INSPECTION.

Lender, its agents, representatives, and designees may make or cause to be made entries upon and inspections of the MRLF Mortgaged Property (including environmental inspections and tests) during normal business hours, or at any other reasonable time.

13. BOOKS AND RECORDS; FINANCIAL REPORTING.

(a) Borrower shall keep and maintain at all times at the MRLF Mortgaged Property or the management agent’s offices, and upon Lender’s request shall make available at the MRLF Mortgaged Property, complete and accurate books of account and records (including copies of supporting bills and invoices) adequate to reflect correctly the operation of the MRLF Mortgaged Property, and copies of all written contracts, Leases, and other MRLF Mortgages which affect the MRLF Mortgaged Property. The books, records, contracts, Leases and other MRLF Mortgages shall be subject to examination and inspection at any reasonable time by Lender.

(b) If an Event of Default has occurred and is continuing, Borrower shall deliver to LHC upon written demand all books and records relating to the Project or its operation. If LHC has not previously required Borrower to furnish a quarterly statement of income and expenses for the Project, LHC may require Borrower to furnish such a statement within forty-five (45) days after the end of each fiscal quarter of Borrower following such Event of Default. In such event, LHC shall have the right to have an audit conducted pursuant to subsection (d) hereof.

(c) Borrower authorizes LHC to obtain a credit report on Borrower at any time.

14. TAXES; OPERATING EXPENSES.

(a) Subject to the provisions of Section 14(c), Borrower shall pay, or cause to be paid, all Taxes when due and before the addition of any interest, fine, penalty or cost for nonpayment.

(b) Subject to the provisions of Section 14(c), Borrower shall pay the expenses of operating, managing, maintaining and repairing the MRLF Mortgaged Property (including insurance premiums, utilities, repairs and replacements) before the last date upon which each such payment may be made without any penalty or interest charge being added.

(c) Borrower, at its own expense, may contest by appropriate legal proceedings, conducted diligently and in good faith, the amount or validity of any Imposition other than insurance premiums, if (1) Borrower notifies Lender of the commencement or expected commencement of such proceedings, (2) the MRLF Mortgaged Property is not in danger of being sold or forfeited, (3) Borrower deposits reserves sufficient to pay the contested Imposition, if requested by Lender, and (4) Borrower furnishes whatever additional security is required in the proceedings or is reasonably requested by Lender, which may include the delivery to Lender of the reserves established by Borrower to pay the contested Imposition.

(d) Borrower shall promptly deliver to Lender a copy of all notices of, and invoices for, Impositions, and if Borrower pays any Imposition directly, Borrower shall promptly furnish to Lender receipts evidencing such payments.

15. LIENS; ENCUMBRANCES.

Borrower acknowledges that, except to the extent provided in Section 20, the grant, creation or existence of any MRLF Mortgage, deed of trust, deed to secure debt, security interest or other lien, privilege or encumbrance (a “**Lien**”) on the MRLF Mortgaged Property (other than the lien of this MRLF Mortgage or the liens described in Section 3(c) above, or the Permitted Encumbrances) or on certain ownership interests in Borrower, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the lien of this MRLF Mortgage, is a “**Transfer**” which constitutes an Event of Default.

16. PRESERVATION, MANAGEMENT AND MAINTENANCE OF MRLF MORTGAGED PROPERTY.

(a) Borrower (1) shall not commit waste or permit impairment or deterioration of the MRLF Mortgaged Property, (2) shall not abandon the MRLF Mortgaged Property, (3) shall restore or repair

promptly, in a good and workmanlike manner, any damaged part of the MRLF Mortgaged Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, whether or not insurance proceeds or condemnation awards are available to cover any costs of such restoration or repair, (4) shall keep the MRLF Mortgaged Property in good repair, including the replacement of Personalty and Fixtures with items of equal or better function and quality, (5) shall provide for professional management of the MRLF Mortgaged Property by a residential rental property manager satisfactory to Lender under a contract approved by Lender in writing, and (6) shall give notice to Lender of and, unless otherwise directed in writing by Lender, shall appear in and defend any action or proceeding purporting to affect the MRLF Mortgaged Property, Lender's security or Lender's rights under this MRLF Mortgage. Borrower shall not (and shall not permit any tenant or other person to) remove, demolish or alter the MRLF Mortgaged Property or any part of the MRLF Mortgaged Property except in connection with the replacement of tangible Personalty.

(b) If, in connection with the making of the loan evidenced by the MRLF Note or at any later date, Lender waives in writing the requirement of Section 16(a)(5) above that Borrower enter into a written contract for management of the MRLF Mortgaged Property and if, after the date of this MRLF Mortgage, Borrower intends to change the management of the MRLF Mortgaged Property, Lender shall have the right to approve such new property manager and the written contract for the management of the MRLF Mortgaged Property and require that Borrower and such new property manager enter into an Assignment of Management Agreement on a form approved by Lender. If required by Lender (whether before or after an Event of Default), Borrower will cause any Affiliate of Borrower to whom fees are payable for the management of the MRLF Mortgaged Property to enter into an agreement with Lender, in a form approved by Lender, providing for subordination of those fees and such other provisions as Lender may require. "Affiliate" means, with respect to any entity, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which has a Controlling Interest in, such entity (the term "control" "controlled by", "under common control with", or "controlling interest" means (i) the direct or indirect power (under contract, equity ownership, the right to vote or determine a vote, or otherwise) to direct the financial, legal, beneficial or other interests of a company (or other entity) and includes the definition of "control" in 24 CFR 401.310(a)(2); or (ii) the power to vote, directly or indirectly, 25 percent or more of any class of the voting stock of a company; or (iii) the ability to direct in any manner the election of a majority of a company's (or other entity's) directors, trustees or members; or (iv) the ability to exercise a controlling influence over the company's or entity's management and policies. For purposes of this definition, a general partner of a limited partnership is presumed to be in control of that partnership, and a managing member of a limited liability company is presumed to be in control of that limited liability company).

17. ENVIRONMENTAL HAZARDS.

(a) Except for matters described in Section 17(b), Borrower shall not cause or permit any of the following:

(i) the presence, use, generation, release, treatment, processing, storage (including storage in above ground and underground storage tanks), handling, or disposal of any Hazardous Materials on or under the MRLF Mortgaged Property or any other property of Borrower that is adjacent to the MRLF Mortgaged Property;

(ii) the transportation of any Hazardous Materials to, from, or across the MRLF Mortgaged Property;

(iii) any occurrence or condition on the MRLF Mortgaged Property or any other property of Borrower that is adjacent to the MRLF Mortgaged Property, which occurrence or condition is or may be in violation of Hazardous Materials Laws; or

(iv) any violation of or noncompliance with the terms of any Environmental Permit with respect to the MRLF Mortgaged Property or any property of Borrower that is adjacent to the MRLF Mortgaged Property.

The matters described in clauses (i) through (iv) above are referred to collectively in this Section 17 as "Prohibited Activities or Conditions".

(b) Prohibited Activities and Conditions shall not include the safe and lawful use and storage of quantities of (1) pre-packaged supplies, cleaning materials and petroleum products customarily used in the operation and maintenance of comparable multifamily properties, (2) cleaning materials, personal grooming items and other items sold in pre-packaged containers for consumer use and used by tenants and occupants of residential dwelling units in the MRLF Mortgaged Property; and (3) petroleum products used in the operation and maintenance of motor vehicles from time to time located on the MRLF Mortgaged Property's parking areas, so long as all of the foregoing are used, stored, handled, transported and disposed of in compliance with Hazardous Materials Laws.

(c) Borrower shall take all commercially reasonable actions (including the inclusion of appropriate provisions in any Leases executed after the date of this MRLF Mortgage) to prevent its employees, agents, and contractors, and all tenants and other occupants from causing or permitting any Prohibited Activities or Conditions. Borrower shall not lease or allow the sublease or use of all or any portion of the MRLF Mortgaged Property to any tenant or subtenant for nonresidential use by any user that, in the ordinary course of its business, would cause or permit any Prohibited Activity or Condition.

(d) Borrower represents and warrants to Lender that, except as previously disclosed by Borrower to Lender in writing:

(i) Borrower has not at any time engaged in, caused or permitted any Prohibited Activities or Conditions;

(ii) to the best of Borrower's knowledge after reasonable and diligent inquiry, no Prohibited Activities or Conditions exist or have existed;

(iii) except to the extent previously disclosed by Borrower to Lender in writing, the MRLF Mortgaged Property does not now contain any underground storage tanks, and, to the best of Borrower's knowledge after reasonable and diligent inquiry, the MRLF Mortgaged Property has not contained any underground storage tanks in the past. If there is an underground storage tank located on the MRLF Mortgaged Property which has been previously disclosed by Borrower to Lender in writing, that tank complies with all requirements of Hazardous Materials Laws;

(iv) Borrower has complied with all Hazardous Materials Laws, including all requirements for notification regarding releases of Hazardous Materials. Without limiting the generality of the foregoing, Borrower has obtained all Environmental Permits required for the operation of the MRLF Mortgaged Property in accordance with Hazardous Materials Laws now in effect and all such Environmental Permits are in full force and effect;

(v) no event has occurred with respect to the MRLF Mortgaged Property that constitutes, or with the passing of time or the giving of notice would constitute, noncompliance with the terms of any Environmental Permit;

(vi) there are no actions, suits, claims or proceedings pending or, to the best of Borrower's knowledge after reasonable and diligent inquiry, threatened that involve the MRLF Mortgaged Property and allege, arise out of, or relate to any Prohibited Activity or Condition; and

(vii) Borrower has not received any complaint, order, notice of violation or other communication from any Governmental Authority with regard to air emissions, water discharges, noise emissions or Hazardous Materials, or any other environmental, health or safety matters affecting the MRLF Mortgaged Property or any other property of Borrower that is adjacent to the MRLF Mortgaged Property.

The representations and warranties in this Section 17 shall be continuing representations and warranties that shall be deemed to be made by Borrower throughout the term of the loan evidenced by the MRLF Note, until the Indebtedness has been paid in full.

(e) Borrower shall promptly notify Lender in writing upon the occurrence of any of the following events:

(i) Borrower's discovery of any Prohibited Activity or Condition;

(ii) Borrower's receipt of or knowledge of any complaint, order, notice of violation or other communication from any Governmental Authority or other person with regard to present or future alleged Prohibited Activities or Conditions or any other environmental, health or safety matters affecting the MRLF Mortgaged Property or any other property of Borrower that is adjacent to the MRLF Mortgaged Property; and

(iii) any representation or warranty in this Section 17 becomes untrue after the date of this Agreement.

Any such notice given by Borrower shall not relieve Borrower of, or result in a waiver of, any obligation under this MRLF Mortgage, the MRLF Note, or any other Loan Document.

(f) Borrower shall pay promptly the costs of any environmental inspections, tests or audits ("**Environmental Inspections**") required by Lender in connection with any foreclosure or deed in lieu of foreclosure, or as a condition of Lender's consent to any Transfer under Section 20, or required by Lender following a reasonable determination by Lender that Prohibited Activities or Conditions may exist. Any such costs incurred by Lender (including the reasonable fees and out-of-pocket costs of attorneys and technical

consultants whether incurred in connection with any judicial or administrative process or otherwise) which Borrower fails to pay promptly shall become an additional part of the Indebtedness as provided in Section 11. The results of all Environmental Inspections made by Lender shall at all times remain the property of Lender but Lender shall provide copies of all Environmental Inspection reports to Borrower. Lender hereby reserves the right, and Borrower hereby expressly authorizes Lender, to make available to any party, including any prospective bidder at a foreclosure sale of the MRLF Mortgaged Property, the results of any Environmental Inspections made by Lender with respect to the MRLF Mortgaged Property. Borrower consents to Lender notifying any party (either as part of a notice of sale or otherwise) of the results of any of Lender's Environmental Inspections. Borrower acknowledges that Lender cannot control or otherwise assure the truthfulness or accuracy of the results of any of its Environmental Inspections and that the release of such results to prospective bidders at a foreclosure sale of the MRLF Mortgaged Property may have a material and adverse effect upon the amount which a party may bid at such sale. Borrower agrees that Lender shall have no liability whatsoever as a result of delivering the results of any of its Environmental Inspections to any third party, and Borrower hereby releases and forever discharges Lender from any and all claims, damages, or causes of action, arising out of, connected with or incidental to the results of, the delivery of any of Lender's Environmental Inspections.

(g) If any investigation, site monitoring, containment, clean-up, restoration or other remedial work ("**Remedial Work**") is necessary to comply with any Hazardous Materials Law or order of any Governmental Authority that has or acquires jurisdiction over the MRLF Mortgaged Property or the use, operation or improvement of the MRLF Mortgaged Property under any Hazardous Materials Law, Borrower shall, by the earlier of (1) the applicable deadline required by Hazardous Materials Law or (2) 30 days after notice from Lender demanding such action, begin performing the Remedial Work, and thereafter diligently prosecute it to completion, and shall in any event complete the work by the time required by applicable Hazardous Materials Law. If Borrower fails to begin on a timely basis or diligently prosecute any required Remedial Work, Lender may, at its option, cause the Remedial Work to be completed, in which case Borrower shall reimburse Lender on demand for the reasonable cost of doing so. Any reimbursement due from Borrower to Lender shall become part of the Indebtedness as provided in Section 11.

(h) Borrower shall cooperate with any inquiry by any Governmental Authority and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activity or Condition.

(i) Borrower shall indemnify, hold harmless and defend (i) Lender, (ii) any prior owner or holder of the MRLF Note, (iii) the Loan Servicer, (iv) any prior Loan Servicer, (v) the officers, directors, shareholders, partners, employees and trustees of any of the foregoing, and (vi) the heirs, legal representatives, successors and assigns of each of the foregoing (collectively, the "**Indemnitees**") from and against all proceedings, claims, damages, penalties and costs (whether initiated or sought by Governmental Authorities or private parties), including reasonable fees and reasonable out-of-pocket expenses of attorneys and expert witnesses, investigatory fees, and remediation costs, whether incurred in connection with any judicial or administrative process or otherwise, arising directly or indirectly from any of the following:

- (i) any breach of any representation or warranty of Borrower in this Section 17;
- (ii) any failure by Borrower to perform any of its obligations under this Section 17;
- (iii) the existence or alleged existence of any Prohibited Activity or Condition;
- (iv) the presence or alleged presence of Hazardous Materials on or under the MRLF Mortgaged Property or any property of Borrower that is adjacent to the MRLF Mortgaged Property; and
- (v) the actual or alleged violation of any Hazardous Materials Law.

(j) Counsel selected by Borrower to defend Indemnitees shall be subject to the approval of those Indemnitees. However, any Indemnitee may elect to defend any claim or legal or administrative proceeding at the Borrower's expense.

(k) Borrower shall not, without the prior written consent of those Indemnitees who are named as parties to a claim or legal or administrative proceeding (a "**Claim**"), settle or compromise the Claim if the settlement (1) results in the entry of any judgment that does not include as an unconditional term the delivery by the claimant or plaintiff to Lender of a written release of those Indemnitees, satisfactory in form and substance to Lender; or (2) may materially and adversely affect Lender, as determined by Lender in its discretion.

(l) Lender agrees that the indemnity under this Section 17 shall be limited to the assets of Borrower and Lender shall not seek to recover any deficiency from any natural persons who are general partners of Borrower.

(m) Borrower shall, at its own cost and expense, do all of the following:

(i) pay or satisfy any judgment or decree that may be entered against any Indemnitee or Indemnitees in any legal or administrative proceeding incident to any matters against which Indemnitees are entitled to be indemnified under this Section 17;

(ii) reimburse Indemnitees for any reasonable expenses paid or incurred in connection with any matters against which Indemnitees are entitled to be indemnified under this Section 17; and

(iii) reimburse Indemnitees for any and all reasonable expenses, including fees and out-of-pocket expenses of attorneys and expert witnesses, paid or incurred in connection with the enforcement by Indemnitees of their rights under this Section 17, or in monitoring and participating in any legal or administrative proceeding.

(n) In any circumstances in which the indemnity under this Section 17 applies, Lender may employ its own legal counsel and consultants to prosecute, defend or negotiate any claim or legal or administrative proceeding and Lender, with the prior written consent of Borrower (which shall not be unreasonably withheld, delayed or conditioned), may settle or compromise any action or legal or administrative proceeding. Borrower shall reimburse Lender upon demand for all reasonable costs and expenses incurred by Lender, including all costs of settlements entered into in good faith, and reasonable the fees and out-of-pocket expenses of such attorneys and consultants.

(o) The provisions of this Section 17 shall be in addition to any and all other obligations and liabilities that Borrower may have under applicable law or under other Loan Documents, and each Indemnitee shall be entitled to indemnification under this Section 17 without regard to whether Lender or that Indemnitee has exercised any rights against the MRLF Mortgaged Property or any other security, pursued any rights against any guarantor, or pursued any other rights available under the Loan Documents or applicable law. If Borrower consists of more than one person or entity, the obligation of those persons or entities to indemnify the Indemnitees under this Section 17 shall be solidary. The obligation of Borrower to indemnify the Indemnitees under this Section 17 shall survive any repayment or discharge of the Indebtedness, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of this MRLF Mortgage.

18. PROPERTY AND LIABILITY INSURANCE.

(a) Borrower shall keep the Improvements insured at all times against such hazards as Lender may from time to time require, which insurance shall include but not be limited to coverage against loss by fire and allied perils, general boiler and machinery coverage, and business income coverage. Lender's insurance requirements may change from time to time throughout the term of the Indebtedness. If Lender so requires, such insurance shall also include sinkhole insurance, mine subsidence insurance, earthquake insurance, and, if the MRLF Mortgaged Property does not conform to applicable zoning or land use laws, building ordinance or law coverage. If any of the Improvements is located in an area identified by the Federal Emergency Management Agency (or any successor to that agency) as an area having special flood hazards, and if flood insurance is available in that area, Borrower shall insure such Improvements against loss by flood.

(b) All premiums on insurance policies required under Section 18(a) shall be paid in the manner provided in Section 7, unless Lender has designated in writing another method of payment. All such policies shall also be in a form approved by Lender. All policies of property damage insurance shall include a non-contributing, non-reporting MRLF Mortgage clause in favor of, and in a form approved by, Lender. Lender shall have the right to hold the original policies or duplicate original policies of all insurance required by Section 18(a). Borrower shall promptly deliver to Lender a copy of all renewal and other notices received by Borrower with respect to the policies and all receipts for paid premiums. At least 30 days prior to the expiration date of a policy, Borrower shall deliver to Lender the original (or a duplicate original) of a renewal policy in form satisfactory to Lender.

(c) Borrower shall maintain at all times commercial general liability insurance, workers' compensation insurance and such other liability, errors and omissions and fidelity insurance coverages as Lender may from time to time require.

(d) All insurance policies and renewals of insurance policies required by this Section 18 shall be in such amounts and for such periods as Lender may from time to time require, and shall be issued by insurance companies satisfactory to Lender.

(e) Borrower shall comply with all insurance requirements and shall not permit any condition to exist on the MRLF Mortgaged Property that would invalidate any part of any insurance coverage that this MRLF Mortgage requires Borrower to maintain.

(f) In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and appoints Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claims under policies of property damage insurance, to appear in and prosecute any action arising from such property damage insurance policies, to collect and receive the proceeds of property damage insurance, and to deduct from such proceeds Lender's expenses incurred in the collection of such proceeds. This power of attorney is coupled with an interest and therefore is irrevocable. However, nothing contained in this Section 18 shall require Lender to incur any expense or take any action. Lender may, at Lender's option, (1) hold the balance of such proceeds to be used to reimburse Borrower for the cost of restoring and repairing the MRLF Mortgaged Property to the equivalent of its original condition or to a condition approved by Lender (the "**Restoration**"), or (2) apply the balance of such proceeds to the payment of the Indebtedness, whether or not then due. To the extent Lender determines to apply insurance proceeds to Restoration, Lender shall do so in accordance with Lender's then-current policies relating to the restoration of casualty damage on similar multifamily properties.

(g) Lender shall not exercise its option to apply insurance proceeds to the payment of the Indebtedness if all of the following conditions are met: (1) no Event of Default (or any event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default) has occurred and is continuing; (2) Lender determines, in its reasonable discretion, that there will be sufficient funds to complete the Restoration; (3) Lender determines, in its discretion, that the rental income from the MRLF Mortgaged Property after completion of the Restoration will be sufficient to meet all operating costs and other expenses, deposits to reserves and loan repayment obligations relating to the MRLF Mortgaged Property; (4) Lender determines, in its discretion, that the Restoration will be completed before the earlier of (A) one year before the maturity date of the MRLF Note or (B) one year after the date of the loss or casualty, provided that Borrower shall have such longer period as reasonably determined by Lender so long as Borrower, its partners, or any affiliate of its partners is diligently pursuing Restoration; and (5) upon Lender's request, Borrower provides Lender evidence of the availability during and after the Restoration of the insurance required to be maintained by Borrower pursuant to this Section 18.

(h) If the MRLF Mortgaged Property is sold at a foreclosure sale or Lender acquires title to the MRLF Mortgaged Property, Lender shall automatically succeed to all rights of Borrower in and to any insurance policies and unearned insurance premiums and in and to the proceeds resulting from any damage to the MRLF Mortgaged Property prior to such sale or acquisition.

19. CONDEMNATION.

(a) Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the MRLF Mortgaged Property, whether direct or indirect (a "**Condemnation**"). Borrower shall appear in and prosecute or defend any action or proceeding relating to any Condemnation unless otherwise directed by Lender in writing. Borrower authorizes and appoints Lender as attorney-in-fact for Borrower to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any Condemnation and to settle or compromise any claim in connection with any Condemnation. This power of attorney is coupled with an interest and therefore is irrevocable. However, nothing contained in this Section 19 shall require Lender to incur any expense or take any action. Borrower hereby transfers and assigns to Lender all right, title and interest of Borrower in and to any award or payment with respect to (i) any Condemnation, or any conveyance in lieu of Condemnation, and (ii) any damage to the MRLF Mortgaged Property caused by governmental action that does not result in a Condemnation.

(b) Lender may apply such awards or proceeds, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to the restoration or repair of the MRLF Mortgaged Property or to the payment of the Indebtedness, with the balance, if any, to Borrower; provided however, that Lender shall not apply such proceeds to the payment of the Indebtedness if the conditions listed in Section 18(g) above have been met. Unless Lender otherwise agrees in writing, any application of any awards or proceeds to the Indebtedness shall not extend or postpone the due date of any installments referred to in the MRLF Note, Section 5 of this MRLF Mortgage or any Collateral Agreement, or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards or proceeds as Lender may require.

20. TRANSFERS OF THE MRLF MORTGAGED PROPERTY OR INTERESTS IN BORROWER.

(a) Borrower hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project, or any portion thereof, without obtaining the prior written consent of LHC, which consent shall be in LHC's sole and reasonable discretion. Absent LHC's written consent and subject to the terms of this Section 20, 100% of the Indebtedness, including without limitation, payment of all principal and accrued and unpaid interest, is due upon any sale or refinancing of the Project, (other than for the purpose of refinancing all or any part of any loan secured by a MRLF Mortgage which is senior to this MRLF Mortgage, including reasonable and necessary costs associated with the closing and/or the refinancing, as

long as (1) such refinancing of all or any part of such senior loan does not require LHC to modify the terms of its Loan Documents or otherwise extend the term of the Indebtedness, and (2) the aggregate principal amount of the senior loan is not increased beyond the amount necessary to cover reasonable and necessary costs associated with the closing and/or refinancing). LHC may, in its sole and reasonable discretion, allow the transferee to assume the remaining Indebtedness, and/or may accept less than 100% of the amounts then due, but such waiver will not constitute forgiveness of any Indebtedness.

(b) Notwithstanding the foregoing to the contrary, provided that Borrower delivers notice to LHC of any such change, and that any entity replacing the general partner of the Borrower is under direct or indirect common control or management of, or has a Controlling Interest in, the Investor:

(i) the pledge to a limited partner by a general partner of the general partner's interest in the Organizational Documents as security for the performance of all of the general partner's obligations under the Organizational Documents shall not constitute a refinancing for purposes of this Agreement or the Loan Documents;

(ii) a sale, transfer, pledge, encumbrance or other disposition of any Investor interests in Borrower shall not require LHC's consent nor constitute a sale of the Project for the purposes of this Section 20(b), unless such transaction results in a sale of more than 51% of the Investor interest in Borrower; and

(iii) the change in the general partner of Borrower as general partner of Borrower in accordance with the terms of the Organizational Documents shall not require LHC consent nor constitute a sale of the Project for the purposes of this Section 20(b);

Notwithstanding the foregoing provisions in this Section 20(b), a transfer by the Investor of its Investor interests in Borrower to any successor which is an affiliate of such entity or to the general partner of Borrower is hereby expressly permitted and accepted by LHC and shall not constitute a prohibited transfer hereunder or under any other Loan Document.

21. EVENTS OF DEFAULT.

The occurrence of any one or more of the following shall constitute an Event of Default under this MRLF Mortgage:

(a) any failure by Borrower to pay or deposit when due any amount required by the MRLF Note(s), this MRLF Mortgage or any other Loan Document;

(b) any failure by Borrower to maintain the insurance coverage required by Section 18;

(c) any failure by Borrower to comply with the provisions of Section 32;

(d) fraud or material misrepresentation or material omission by Borrower, or any of its officers, directors, trustees, general partners or managers, or Guarantor in connection with (A) the application for or creation of the Indebtedness, (B) any financial statement, rent roll, or other report or information provided to Lender during the term of the Indebtedness, or (C) any request for Lender's consent to any proposed action;

(e) the commencement of a forfeiture action or proceeding, whether civil or criminal, which, in Lender's reasonable judgment, could result in a forfeiture of the MRLF Mortgaged Property or otherwise materially impair the lien created by this MRLF Mortgage or Lender's interest in the MRLF Mortgaged Property;

(f) any failure by Borrower to perform any of its obligations under this MRLF Mortgage (other than those specified in Sections 21(a) through (e)), as and when required, which continues for a period of 30 days after notice of such failure by Lender to Borrower, but no such notice or grace period shall apply in the case of any such failure which could, in Lender's judgment, absent immediate exercise by Lender of a right or remedy under this MRLF Mortgage, result in harm to Lender, impairment of the MRLF Note(s) or this MRLF Mortgage or any other security given under any other Loan Document;

(g) any failure by Borrower to perform any of its obligations as and when required under any Loan Document other than this MRLF Mortgage which continues beyond the applicable cure period, if any, specified in that Loan Document; and

(h) any exercise by the holder of any other debt MRLF Mortgage secured by a MRLF Mortgage, deed of trust or deed to secure debt on the MRLF Mortgaged Property of a right to declare all amounts due under that debt MRLF Mortgage immediately due and payable.

(i) Right to Cure: Borrower shall have fifteen (15) days after the receipt of written notice to cure any monetary default herein, and thirty (30) days after the receipt of written notice to cure any non-

monetary default herein; provided however, that (except to the extent that Lender's security becomes or is about to become materially jeopardized) if such default is not reasonably capable of being cured within thirty (30) days, and if the Borrower (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure within such period, then Borrower shall have such additional time as is reasonably necessary, such time not to exceed an additional sixty (60) days, to cure the default prior to exercise of any remedies by Lender.

(k) Lender agrees to provide written notice of an Event of Default to any investor listed in Paragraph 12.7 of the Loan Agreement and/or Section 30 of this MRLF Mortgage and to allow said investor the opportunity to cure any default of Borrower on behalf of Borrower to the same extent as Borrower. Borrower agrees that Lender shall be entitled to rely upon and to accept any offer of cure made by any such investor. Notwithstanding any of the forgoing provisions to the contrary, if Borrower has failed to cure any default within five (5) days prior to the expiration of any applicable cure period, Lender may, at its sole option, cure such default, provided, however, that Lender shall be under no duty or obligation to do so.

22. REMEDIES CUMULATIVE.

Each right and remedy provided in this MRLF Mortgage is distinct from all other rights or remedies under this MRLF Mortgage or any other Loan Document or afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order.

23. FORBEARANCE.

(a) Lender may (but shall not be obligated to) agree with Borrower, from time to time, and without giving notice to, or obtaining the consent of, or having any effect upon the obligations of, any guarantor or other third party obligor, to take any of the following actions: extend the time for payment of all or any part of the Indebtedness; reduce the payments due under this MRLF Mortgage, the MRLF Note, or any other Loan Document; release anyone liable for the payment of any amounts under this MRLF Mortgage, the MRLF Note, or any other Loan Document; accept a renewal of the MRLF Note; modify the terms and time of payment of the Indebtedness; join in any extension or subordination agreement; release any MRLF Mortgaged Property; take or release other or additional security; modify the rate of interest or period of amortization of the MRLF Note or change the amount of the monthly installments payable under the MRLF Note; and otherwise modify this MRLF Mortgage, the MRLF Note, or any other Loan Document.

(b) Any forbearance by Lender in exercising any right or remedy under the MRLF Note, this MRLF Mortgage, or any other Loan Document or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any other right or remedy. The acceptance by Lender of payment of all or any part of the Indebtedness after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments on account of the Indebtedness or to exercise any remedies for any failure to make prompt payment. Enforcement by Lender of any security for the Indebtedness shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right available to Lender. Lender's receipt of any awards or proceeds under Sections 18 and 19 shall not operate to cure or waive any Event of Default.

24. LOAN CHARGES.

If any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in any Loan Document, whether considered separately or together with other charges levied in connection with any other Loan Document, violates that law, and Borrower is entitled to the benefit of that law, that charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Lender in excess of the permitted amounts shall be applied by Lender to reduce the principal of the Indebtedness. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all Indebtedness which constitutes interest, as well as all other charges levied in connection with the Indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the MRLF Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of the MRLF Note.

25. WAIVER OF PRESCRIPTION.

To the maximum extent allowed under applicable law, Borrower hereby waives the right to assert any prescriptive period as a bar to the enforcement of the lien of this MRLF Mortgage or to any action brought to enforce any Loan Document.

26. WAIVER OF MARSHALLING.

Notwithstanding the existence of any other security interests in the MRLF Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the MRLF Mortgaged Property shall be subjected to the remedies provided in this MRLF Mortgage, the MRLF Note, any other Loan Document or applicable law. Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower and any party who now or in the future acquires a security interest in the MRLF Mortgaged Property and who has actual or constructive notice of this MRLF Mortgage waives any and all right to require the marshalling of assets or to require that any of the MRLF Mortgaged Property be sold in the inverse order of alienation or that any of the MRLF Mortgaged Property be sold in parcels or as an entirety in connection with the exercise of any of the remedies permitted by applicable law or provided in this MRLF Mortgage.

27. FURTHER ASSURANCES.

Borrower shall execute, acknowledge, and deliver, at its sole cost and expense, all further acts, deeds, conveyances, assignments, estoppel certificates, financing statements, transfers and assurances as Lender may require from time to time in order to better assure, grant, and convey to Lender the rights intended to be granted, now or in the future, to Lender under this MRLF Mortgage and the Loan Documents.

28. ESTOPPEL CERTIFICATE.

Within 10 days after a request from Lender, Borrower shall deliver to Lender a written statement, signed and acknowledged by Borrower, certifying to Lender or any person designated by Lender, as of the date of such statement, (i) that the Loan Documents are unmodified and in full force and effect (or, if there have been modifications, that the Loan Documents are in full force and effect as modified and setting forth such modifications); (ii) the unpaid principal balance of the MRLF Note; (iii) the date to which interest under the MRLF Note has been paid; (iv) that Borrower is not in default in paying the Indebtedness or in performing or observing any of the covenants or agreements contained in this MRLF Mortgage or any of the other Loan Documents (or, if the Borrower is in default, describing such default in reasonable detail); (v) whether or not there are then existing any setoffs or defenses known to Borrower against the enforcement of any right or remedy of Lender under the Loan Documents; and (vi) any additional facts reasonably requested by Lender.

29. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE.

(a) This MRLF Mortgage, and any Loan Document which does not itself expressly identify the law that is to apply to it, shall be governed by the laws of Louisiana.

(b) Borrower agrees that any controversy arising under or in relation to the MRLF Note, this MRLF Mortgage, or any other Loan Document shall be litigated exclusively in the courts located in East Baton Rouge Parish, State of Louisiana. The state and federal courts and authorities with jurisdiction in East Baton Rouge Parish shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the MRLF Note, any security for the Indebtedness, or any other Loan Document. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

30. NOTICE.

(a) All notices, demands and other communications (“notice”) under or concerning this MRLF Mortgage shall be in writing. Each notice shall be addressed to the intended recipient at its address set forth in this MRLF Mortgage and/or MRLF Loan Agreement, and shall be deemed given on the earliest to occur of (1) the date when the notice is received by the addressee; (2) the first Business Day after the notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (3) the third Business Day after the notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. As used in this Section 30, the term “Business Day” means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.

(b) Any party to this MRLF Mortgage may change the address to which notices intended for it are to be directed by means of notice given to the other party in accordance with this Section 30. Each party agrees that it will not refuse or reject delivery of any notice given in accordance with this Section 30, that it will acknowledge, in writing, the receipt of any notice upon request by the other party and that any notice rejected or refused by it shall be deemed for purposes of this Section 30 to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

(c) Any notice under the MRLF Note and any other Loan Document which does not specify how notices are to be given shall be given in accordance with this Section 30.

(d) Notwithstanding the foregoing, Lender agrees to provide written notice of an Event of Default under the Loan Documents to any investor listed in Paragraph 12.7 of the Loan Agreement.

31. SALE OF NOTE; CHANGE IN SERVICER.

The MRLF Note or a partial interest in the MRLF Note (together with this MRLF Mortgage and the other Loan Documents) may be sold one or more times without prior notice to Borrower. A sale may result in a change of the Loan Servicer. There also may be one or more changes of the Loan Servicer unrelated to a sale of the MRLF Note. If there is a change of the Loan Servicer, Borrower will be given notice of the change. Borrower shall not incur or be responsible for any expenses associated with a sale of the MRLF Note or change in the Loan Servicer.

32. SINGLE ASSET BORROWER.

Until the Indebtedness is paid in full, Borrower (a) shall not acquire any real or personal property other than the MRLF Mortgaged Property and personal property related to the operation and maintenance of the MRLF Mortgaged Property; (b) shall not operate any business other than the management and operation of the MRLF Mortgaged Property; and (c) shall not maintain its assets in a way difficult to segregate and identify.

33. SUCCESSORS AND ASSIGNS BOUND.

This MRLF Mortgage shall bind, and the rights granted by this MRLF Mortgage shall inure to, the respective successors and assigns of Lender and Borrower. However, a Transfer not permitted by Section 20 shall be an Event of Default.

34. SOLIDARY LIABILITY.

If more than one person or entity signs this MRLF Mortgage as Borrower, the obligations of such persons and entities shall be solidary.

35. RELATIONSHIP OF PARTIES; NO THIRD PARTY BENEFICIARY.

(a) The relationship between Lender and Borrower shall be solely that of creditor and debtor, respectively, and nothing contained in this MRLF Mortgage shall create any other relationship between Lender and Borrower.

(b) No creditor of any party to this MRLF Mortgage and no other person shall be a third party beneficiary of this MRLF Mortgage or any other Loan Document. Without limiting the generality of the preceding sentence, (1) any arrangement (a “**Servicing Arrangement**”) between the Lender and any Loan Servicer for loss sharing or interim advancement of funds shall constitute a contractual obligation of such Loan Servicer that is independent of the obligation of Borrower for the payment of the Indebtedness, (2) Borrower shall not be a third party beneficiary of any Servicing Arrangement, and (3) no payment by the Loan Servicer under any Servicing Arrangement will reduce the amount of the Indebtedness.

36. SEVERABILITY; AMENDMENTS.

The invalidity or unenforceability of any provision of this MRLF Mortgage shall not affect the validity or enforceability of any other provision, and all other provisions shall remain in full force and effect. This MRLF Mortgage contains the entire agreement among the parties as to the rights granted and the obligations assumed in this MRLF Mortgage. This MRLF Mortgage may not be amended or modified except by a writing signed by the party against whom enforcement is sought.

37. CONSTRUCTION.

The captions and headings of the sections of this MRLF Mortgage are for convenience only and shall be disregarded in construing this MRLF Mortgage. Any reference in this MRLF Mortgage to an “Exhibit” or a “Section” shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this MRLF Mortgage or to a Section of this MRLF Mortgage. All Exhibits attached to or referred to in this MRLF Mortgage are incorporated by reference into this MRLF Mortgage. Any reference in this MRLF Mortgage to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time. Use of the singular in this Agreement includes the plural and use of the plural includes the singular. As used in this MRLF Mortgage, the term “including” means “including, but not limited to.”

38. LOAN SERVICING.

All actions regarding the servicing of the loan evidenced by the MRLF Note, including the collection of payments, the giving and receipt of notice, inspections of the Property, inspections of books and records, and the granting of consents and approvals, may be taken by the Loan Servicer unless Borrower receives notice to the contrary. If Borrower receives conflicting notices regarding the identity of the Loan Servicer or any other subject, any such notice from Lender shall govern.

39. DISCLOSURE OF INFORMATION.

Lender may furnish information regarding Borrower or the MRLF Mortgaged Property to third parties with an existing or prospective interest in the servicing, enforcement, evaluation, performance, purchase or securitization of the Indebtedness, including trustees, master servicers, special servicers, rating agencies, and organizations maintaining databases on the underwriting and performance of multifamily MRLF Mortgage loans. Borrower irrevocably waives any and all rights it may have under applicable law to prohibit such disclosure, including any right of privacy.

40. NO CHANGE IN FACTS OR CIRCUMSTANCES.

All information in the application for the loan submitted to Lender (the “**Application**”) and in all financial statements, rent rolls, reports, certificates and other documents submitted in connection with the Loan Application are complete and accurate in all material respects. There has been no material adverse change in any fact or circumstance that would make any such information incomplete or inaccurate.

41. SUBROGATION.

If, and to the extent that, the proceeds of the loan evidenced by the MRLF Note are used to pay, satisfy or discharge any obligation of Borrower for the payment of money that is secured by a pre-existing MRLF Mortgage, deed of trust or other lien encumbering the MRLF Mortgaged Property (a “**Prior Lien**”), such loan proceeds shall be deemed to have been advanced by Lender at Borrower’s request, and Lender shall automatically, and without further action on its part, be subrogated to the rights, including lien priority, of the owner or holder of the obligation secured by the Prior Lien, whether or not the Prior Lien is released.

42. ACCELERATION; FORECLOSURE; CONFESSION OF JUDGMENT.

(a) At any time during the existence of an Event of Default, Lender, at Lender’s option, may accelerate the maturity of and declare the Indebtedness to be immediately due and payable, and may cause the MRLF Mortgaged Property and UCC Collateral to be immediately seized and sold, in whole, in part, or separately, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisal, and without the necessity of making additional demand upon or notifying Borrower or placing Borrower in default, all of which are expressly waived.

(b) For purposes of foreclosure under the Louisiana executory process procedures, Borrower confesses judgment and acknowledges to be indebted to and in favor of Lender up to the full amount of the Indebtedness, including principal, interest, prepayment premiums, late charges, default interest, costs, expenses, collection attorneys’ fees, and any additional sums that Lender may advance as provided under this MRLF Mortgage.

(c) To the extent permitted under applicable Louisiana law, Borrower additionally waives: (i) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (ii) the demand and three (3) days’ delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (iii) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iv) the three (3) days’ delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (v) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other articles not specifically mentioned above. Borrower agrees that Lender shall have all of the additional enforcement rights and remedies of a secured party under the Louisiana Commercial Laws (Louisiana Revised Statutes, Title 10) and under the Uniform Commercial Code of any applicable state with respect to the UCC Collateral wherever located. Borrower further agrees that any declarations of fact made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of Louisiana Revised Statutes, Title 9, Sections 3509.1 and 3504(b)(6), and Title 10, Section 9-508.

(d) However, notwithstanding anything to the contrary in this MRLF Mortgage or in the Loan Documents, the obligations under this MRLF Mortgage or the Loan Documents are and are intended to be nonrecourse to Borrower, except for the express exceptions included within said documents.

43. RELEASE.

Upon payment of the Indebtedness in full, Borrower may request Lender in writing to provide Borrower with the MRLF Note marked "Canceled," or alternatively, at Lender's option, with a certificate sufficient to permit Borrower to cancel this MRLF Mortgage from the public records. Borrower agrees that Lender may delay providing the foregoing to Borrower for up to 30 days following receipt of Borrower's written request. If Borrower requests Lender to perform the necessary services to cancel this MRLF Mortgage from the public records, Borrower agrees to pay Lender's reasonable costs incurred in connection with such cancellation.

44. WAIVER OF HOMESTEAD.

Borrower and Borrower's spouse, if any, waive all homestead and other exemptions from seizure with respect to the MRLF Mortgaged Property and the UCC Collateral.

45. ATTORNEYS' FEES.

Whenever referred to in this MRLF Mortgage, other than in Section 42, "attorneys' fees" shall mean reasonable attorneys' fees under Louisiana law.

46. MRLF MORTGAGE AND CONVEYANCE CERTIFICATES.

The production of MRLF Mortgage and conveyance certificates is waived by Lender and Borrower, who release me, Notary, from all liability for nonproduction.

47. KEEPER OF MRLF MORTGAGED PROPERTY.

Pursuant to the provisions of Louisiana Revised Statutes, Title 9, Section 5136, Borrower and Lender covenant and agree that Lender shall have the right to designate a keeper of the MRLF Mortgaged Property at the time any seizure of the MRLF Mortgaged Property is affected and that Lender may designate itself or its employees, agents or independent contractors as such keeper. Borrower agrees that the reasonable fees of such a keeper shall be treated as a disbursement made under Section 11 and shall be secured by this MRLF Mortgage. At no time has or will Borrower occupy the MRLF Mortgaged Property, or any portion of the MRLF Mortgaged Property, as its home.

48. WAIVER OF TRIAL BY JURY.

BORROWER AND LENDER EACH (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS MRLF MORTGAGE OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY, AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL. HOWEVER, NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS MRLF MORTGAGE, OR IN ANY OTHER LOAN DOCUMENT, IS TO BE CONSTRUED AS WAIVING LHC'S OR THE STATE'S RIGHT TO CLAIM SOVEREIGN IMMUNITY PURSUANT TO THE LAWS OR THE CONSTITUTION OF EITHER THE STATE OF LOUISIANA OR THE UNITED STATES OF AMERICA.

49. COUNTERPARTS.

This MRLF Mortgage may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

ATTACHED EXHIBITS. The following Exhibits are attached to this MRLF Mortgage:

- Exhibit A Description of the Land (required).
- Exhibit B Permitted Encumbrances

[Remainder of Page Intentionally Blank – Signature pages follow]

IN WITNESS WHEREOF, Borrower has signed and delivered this MRLF Mortgage or has caused this MRLF Mortgage to be signed and delivered by its duly authorized representative, in the presence of the undersigned witnesses and Notary Public after due reading of the whole.

WITNESSES:

[BORROWER]

By: _____

Print Name: _____

By: _____

Name: _____

Title: _____

By: _____

Print Name: _____

NOTARY PUBLIC

Print Name: _____

Bar Roll/Notary No.: _____

My Commission Expires: _____

IN WITNESS WHEREOF, Guarantor appears herein to acknowledge and agree to the provisions of this MRLF Mortgage applicable to Guarantor, in the presence of the undersigned witnesses and Notary Public after due reading of the whole.

WITNESSES:

[GUARANTOR]

By: _____

Print Name: _____

By: _____

Name: _____

Title: _____

By: _____

Print Name: _____

NOTARY PUBLIC

Print Name: _____

Bar Roll/Notary No.: _____

My Commission Expires: _____

IN WITNESS WHEREOF, Guarantor appears herein to acknowledge and agree to the provisions of this MRLF Mortgage applicable to Guarantor, in the presence of the undersigned witnesses and Notary Public after due reading of the whole.

WITNESSES:

[GUARANTOR]

By: _____

Print Name: _____

By: _____

Name: _____

Title: _____

By: _____

Print Name: _____

NOTARY PUBLIC

Print Name: _____

Bar Roll/Notary No.: _____

My Commission Expires: _____

EXHIBIT A
DESCRIPTION OF THE LAND

EXHIBIT B
PERMITTED ENCUMBRANCES

[ATTACH AUTHORIZING RESOLUTIONS]