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**THIS DOCUMENT PREPARED BY  
AND WHEN RECORDED MAIL TO:**

Jeffrey A. Calk, Esq.  
Waller Lansden Dortch & Davis, LLP  
511 Union Street, Suite 2700  
Nashville, Tennessee 37219  
*615.244.6380*  
**GRANTOR: 312 EAST ALTA VISTA, LLC**

**GRANTEE: RCHP-OTTUMWA, LLC**

**LEGAL DESCRIPTION IS FOUND AT: Page A1 (Exhibit A hereto).**

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS  
AND LEASES AND FIXTURE FILING**

This **MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**, dated as of January 22, 2018 (as it may be amended, supplemented or otherwise modified from time to time, this "Mortgage"), by and from **312 EAST ALTA VISTA, LLC**, an Iowa limited liability company and with an address at c/o 130 East 3<sup>rd</sup> Street, Suite 400, Des Moines, Iowa 50309 ("Mortgagor") to **RCHP-OTTUMWA, LLC**, a Delaware limited liability company and with an address at c/o 103 Continental Place, Suite 200, Brentwood, TN 37027 (together with its successors and assigns, "Mortgagee").

#### **RECITALS:**

**WHEREAS**, Mortgagee has extended to Mortgagor a loan in the principal amount of Eight Hundred Thousand and No/100 Dollars (\$800,000.00), with a maturity date of January 22, 2020 (the "Loan"); and

**WHEREAS**, to secure the Loan and to induce Mortgagee to extend the Loan to Mortgagor, the Borrower has agreed to execute this Mortgage;

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, Mortgagee and Mortgagor agree as follows:

#### **SECTION 1. DEFINITIONS**

##### **1.1 Definitions**

. Capitalized terms used herein (including the recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Indenture. In addition, as used herein, the following terms shall have the following meanings:

"**Mortgaged Property**" means all of Mortgagor's interest in (i) the real property described in Exhibit A, together with any greater or additional estate therein as hereafter may be acquired by Mortgagor (the "Land"); (ii) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (the "Improvements"; the Land and Improvements are collectively referred to as the "Premises"); (iii) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"); (iv) all right, title and interest of Mortgagor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC (defined below), now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the "Personalty"); (v) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (other than Mortgagor) a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits subject to depositors rights and requirements of law (the "Leases"); (vi) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits subject to depositors rights and requirements of law, and other benefits paid or payable by parties

to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the "Rents"); (vii) to the extent mortgageable or assignable all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the "Property Agreements"); (viii) to the extent mortgageable or assignable all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing; (ix) all property tax refunds payable to Mortgagor (the "Tax Refunds"); (x) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "Proceeds"); (xi) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the "Insurance"); and (xii) all of Mortgagor's right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty (the "Condemnation Awards"). As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"**Note**" means that certain Promissory Note of even date herewith, issued by Mortgagor to Mortgagee in the original principal amount of Eight Hundred Thousand and No/100 Dollars (\$800,000.00).

"**Obligations**" means all of the agreements, covenants, conditions, warranties, representations and other obligations of Mortgagor in connection with the Loan.

"**UCC**" means the Uniform Commercial Code of Iowa or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than Iowa, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

## **1.2 Interpretation**

References to "Sections" shall be to Sections of this Mortgage unless otherwise specifically provided. Section headings in this Mortgage are included herein for convenience of reference only and shall not constitute a part of this Mortgage for any other purpose or be given any substantive effect.

## **SECTION 2. GRANT**

To secure the full and timely payment of the Indebtedness and the full and timely performance of the Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS and CONVEYS WITH POWER OF SALE (if available under State law), to Mortgagee the Mortgaged Property, TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee for so long as any of the Obligations remain outstanding, upon the trust, terms and conditions contained herein.

## **SECTION 3. WARRANTIES, REPRESENTATIONS AND COVENANTS**

### **3.1 Due Execution, Delivery and Enforceability**

. Mortgagor represents and warrants to Mortgagee that this Mortgage has been duly executed and delivered by Mortgagor and constitutes a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms.

### **3.2 Title**

. Mortgagor represents and warrants to Mortgagee that except for the permitted encumbrances (the "Permitted Encumbrances") set forth in that certain Special Warranty Deed of even date herewith between Mortgagee, as grantor, and Mortgagor, as grantee (the "Deed"), (a) Mortgagor owns the Mortgaged Property free and clear of any liens, title claims or property interests, and (b) this Mortgage creates a valid, enforceable first priority lien and security interest against the Mortgaged Property.

### **3.3 First Lien Status**

; **Subordination.** Mortgagor shall preserve and protect the first lien and security interest status of this Mortgage to the extent related to the Mortgaged Property. If any lien or security interest other than a Permitted Encumbrance is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released. Notwithstanding the foregoing or any provision to the contrary contained herein, Mortgagee hereby acknowledges and agrees that Mortgagor shall at all times have the right to place an additional mortgage in favor of a third-party lender (the "Senior Lender") on the Mortgaged Property, in which event Mortgagee agrees to execute, within a reasonable time following Mortgagor's written request, an intercreditor agreement in form and content acceptable to Mortgagee in its reasonable discretion (the "Intercreditor Agreement"). The Intercreditor Agreement shall provide, *inter alia*, that the Senior Lender's lien (the "Senior Lien") shall be treated as senior to the security interests granted by this Mortgage.

### **3.4 Payment and Performance**

. Mortgagor shall pay all sums owed to Mortgagee when due under the Note and shall perform the Obligations in full when they are required to be performed as required under the Note.

### **3.5 Replacement of Fixtures and Personalty**

. Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is obsolete or removed in the ordinary course of business and is replaced by an article of equal or better suitability and value, owned by Mortgagor subject to the liens and security interest of this Mortgage, and free and clear of any other lien or security interest except for Permitted Encumbrance or such other Liens as may be permitted under the Indenture or first approved in writing by Mortgagee.

### **3.6 Inspection**

. Mortgagor shall permit Mortgagee, and Mortgagee's agents, representatives and employees, during normal business hours (except in an emergency) and upon reasonable prior written notice to Mortgagor, to inspect the Mortgaged Property and all books and records of Mortgagor located thereon, and to conduct such environmental and engineering studies as Mortgagee may reasonably require in accordance with the Indenture.

### **3.7 Covenants Running with the Land**

. All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of this Mortgage; however, no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole and absolute discretion.

### **3.8 Change in Tax Law**

. Upon the enactment of or change in (including, without limitation, a change in interpretation of) any applicable law (i) deducting or allowing Mortgagor to deduct from the value of the Mortgaged Property for the purpose of taxation any lien or security interest thereon or (ii) subjecting Mortgagee to any tax or changing the basis of taxation of mortgages, deeds of trust, or other liens or debts secured thereby, or the manner of collection of such taxes, in each such case, so as to affect this Mortgage, the Obligations of Mortgagee, and the result is to increase the taxes imposed upon or the cost to Mortgagee of maintaining the Obligations, or to reduce the amount of any payments receivable hereunder, then, and in any such event, Mortgagor shall, on demand, pay to Mortgagee additional amounts to compensate for such increased costs or reduced amounts, provided that if any such payment or reimbursement shall be unlawful, or taxable to Mortgagee, or would constitute usury or render the indebtedness wholly or partially usurious under applicable law, then Mortgagor shall pay or reimburse Mortgagee for payment of the lawful and non-usurious portion thereof.

### **3.9 Mortgage Tax**

. Mortgagor shall (i) pay when due any tax imposed upon it or upon Mortgagee pursuant to the tax law of the state in which the Mortgaged Property is located in connection with the execution, delivery and recordation of this Mortgage, and (ii) prepare, execute and file any form required to be prepared, executed and filed in connection therewith.

### **3.10 Prohibited Transfers**

. For so long as this Mortgage remains in effect, Mortgagor shall not, without the prior written consent of Mortgagee, sell, lease or convey all or any part of the Mortgaged Property.

## **SECTION 4. DEFAULT AND FORECLOSURE**

#### **4.1 Remedies**

. In the event that Mortgagor shall fail to timely pay any sums due under the Note when due or shall fail to observe all terms of this Mortgage, which failure shall continue for at least thirty (30) days after written notice to Mortgagor specifying such failure (each, an "Event of Default"), Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses: (a) declare the indebtedness under the Note to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable; (b) enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon and if Mortgagor remains in possession of the Mortgaged Property after an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor; (c) hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions hereof; (d) institute proceedings for the complete foreclosure of this Mortgage, either by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee may be a purchaser at such sale and if Mortgagee is the highest bidder, Mortgagee shall credit the portion of the purchase price that would be distributed to Mortgagee against the indebtedness in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisal of the Mortgaged Property is waived; and/or (e) make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such rents in accordance with the provisions hereof.

#### **4.2 Separate Sales**

. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

#### **4.3 Remedies Cumulative, Concurrent and Nonexclusive**

. Mortgagee shall have all rights, remedies and recourses granted in this Mortgage or available at law or equity (including the UCC), which rights if permitted by applicable law, (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the enforcement of any rights, remedies or recourses under this Mortgage or otherwise at law or equity shall be deemed to cure any Event of Default.

#### **4.4 Release of and Resort to Collateral**

. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created herein or evidenced hereby or its status as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

#### **4.5 Waiver of Redemption, Notice and Marshalling of Assets**

. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment; (b) all notices of any Event of Default or of Mortgagee's election to exercise or the actual exercise of any right, remedy or recourse provided for hereunder; and (c) any right to a marshalling of assets or a sale in inverse order of alienation. Mortgagor waives the statutory right of redemption and equity of redemption.

#### **4.6 Discontinuance of Proceedings**

. If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Obligations, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee thereafter to exercise any right, remedy or recourse hereunder for such Event of Default.

#### **4.7 Application of Proceeds**

. The proceeds of any sale of, and the rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed), or in accordance with the terms of the Intercreditor Agreement, if applicable.

#### **4.8 Occupancy After Foreclosure**

. Any sale of the Mortgaged Property or any part thereof will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, all in accordance with applicable law.

#### **4.9 Additional Advances and Disbursements; Costs of Enforcement**

. If any Event of Default exists, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee under this Section, or otherwise under this Mortgage or applicable law, shall bear interest from the date that such sum is advanced or expense incurred if not repaid within five (5) business days after receipt by Mortgagor of written demand therefor, to and including the date of reimbursement, computed at the rate or rates at which interest is then computed on the indebtedness, and all such sums, together with interest thereon, shall be secured by this Mortgage. Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage, or the enforcement, compromise or settlement of the indebtedness or any claim under this Mortgage, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

#### **4.10 No Mortgagee in Possession**

. Neither the enforcement of any of the remedies under this Section, the assignment of the Rents and Leases under Section 5, the security interests under Section 6, nor any other remedies afforded to Mortgagee at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

### **SECTION 5. ASSIGNMENT OF RENTS AND LEASES**

#### **5.1 Assignment**

. In furtherance of and in addition to the assignment made by Mortgagor herein, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of

Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice by Mortgagee (any such notice being hereby expressly waived by Mortgagor).

## **5.2 Perfection Upon Recordation**

. Mortgagor acknowledges that Mortgagee has taken all reasonable actions necessary to obtain, and that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases subject in the case of security deposits, rights of depositors and requirements of law. Mortgagor acknowledges and agrees that upon recordation of this Mortgage Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "Bankruptcy Code"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

## **5.3 Bankruptcy Provisions**

. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents, and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

# **SECTION 6. SECURITY AGREEMENT**

## **6.1 Security Interest**

. This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, Mortgagor grants to Mortgagee a first and prior security interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a "secured party" under the UCC with respect to such property. Any notice of sale, disposition or other intended action by

Mortgagee with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor.

## **6.2 Financing Statements**

. Mortgagor shall execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such financing statements and such further assurances as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor's chief executive office is at the address set forth in the first paragraph of this Mortgage.

## **6.3 Fixture Filing**

. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Mortgagor) and Secured Party (Mortgagee) as set forth in the first paragraph of this Mortgage.

## **SECTION 7. ATTORNEY-IN-FACT**

Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after receipt of written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Fixtures, Personalty, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder; provided, (i) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (ii) any sums advanced by Mortgagee in such performance shall be added to and included in the definition of Indebtedness and shall bear interest at the rate or rates at which interest is then computed on the Indebtedness provided that from the date incurred said advance is not repaid within five (5) days demand therefor; (iii) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (iv) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

## **SECTION 8. TERMINATION AND RELEASE.**

Upon payment and performance in full of the Obligations, subject to and in accordance with the terms and provisions of the Indenture, Mortgagee, at Mortgagor's expense, shall release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor.

## **SECTION 9. LOCAL LAW PROVISIONS**

### **9.1 Priority of Advances.**

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$800,000.00. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS, EXCEPT TO THE EXTENT THAT THE LIEN OF THIS MORTGAGE HAS BEEN SUBORDINATED PURSUANT TO AN INTERCREDITOR AGREEMENT PURSUANT TO SECTION 3.3 HEREOF.**

### **9.2 Non-Agricultural Nature of Premises**

. The Mortgagor agrees that none of the Premises is, or will be: (1) "agricultural products" or property used for an "agricultural purpose" as defined in the Iowa Code section 535.13; (2) "agricultural land" as defined in Iowa Code section 9H.1(2); or (3) property used for an "agricultural purpose" as defined in Iowa Code section 570A.1.

### **9.3 Redemption Period**

. In the event of the foreclosure of this Mortgage by judicial proceedings providing for redemption and a subsequent foreclosure sale, the period of one hundred eighty (180) days for redemption from such foreclosure sale provided by Iowa Code section 628.28 shall be reduced to ninety (90) days, provided the Mortgagee waives in such foreclosure proceedings any rights to a deficiency judgment against the Mortgagor which may arise out of foreclosure proceedings. The period of redemption shall be reduced to sixty (60) days if: the Premises are less than ten (10) acres in size, the court finds affirmatively that the Premises have been abandoned by the Mortgagor and those persons personally liable under this Mortgage at the time of such foreclosure, and the Mortgagee in such action files an election to waive any deficiency judgment against the Mortgagor or its successors in interest in such action. Nothing in this section shall be deemed as a waiver of the right of the Mortgagee to seek non-judicial foreclosure proceedings or foreclosure without redemption or any other foreclosure procedures as provided by the statutes of the State of Iowa, as amended from time to time.

### **9.4 Mortgagor Lien Disclaimer**

. The Mortgagor agrees that it claims no lien or right to a lien of the type contemplated by Iowa Code Chapter 575.

### **9.5 Maturity Date**

. The maturity date of the Secured Obligations is January 22, 2020.

## **9.6 Mortgagee and Secured Creditor Remedies**

. The remedies and rights afforded to the Mortgagee under this Mortgage shall be equally afforded to the Secured Creditors.

## **9.7 Construction**

. To the extent of any inconsistencies between this Section 9 and any of the other terms and provisions of this Mortgage, the terms and provisions of this Section 9 shall control and are binding.

## **SECTION 10. MISCELLANEOUS**

### **10.1 Notices**

. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when actually delivered if given by hand delivery, or when received if transmitted by overnight courier service, provided that the same is delivered to or addressed as follows, or to such other address as either party may from time to time specify in writing to the other:

If to Mortgagor: 312 East Alta Vista, LLC  
130 East 3<sup>rd</sup> Street, Suite 400  
Des Moines, Iowa 50309

With a copy to: Freund Law Firm, P.C.  
1005 Main Street, Suite 200  
Dubuque, Iowa 52001  
Attention: John D. Freund

If to Mortgagee: RCHP-Ottumwa, LLC  
c/o RCCH Healthcare Partners  
103 Continental Place, Suite 200  
Brentwood, Tennessee 37027  
Attention: Keith Allen, VP - Real Estate

With a copy to: RCCH Healthcare Partners  
103 Continental Place, Suite 200  
Brentwood, Tennessee 37027  
Attention: Stephen L. Page, Esq.

With an additional copy to:

Waller Lansden Dortch & Davis, LLP  
511 Union Street, Suite 2700  
Nashville, Tennessee 37219  
Attention: M. Andrew Cornwell, Esq.

## **10.2 Governing Law**

. THE PROVISIONS OF THIS MORTGAGE REGARDING THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS HEREIN GRANTED SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED. ALL OTHER PROVISIONS OF THIS MORTGAGE AND THE RIGHTS AND OBLIGATIONS OF MORTGAGOR AND MORTGAGEE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF IOWA, WITHOUT REGARD TO THE CONFLICT OF LAWS (OTHER THAN SECTION 5-1401 OF THE IOWA GENERAL OBLIGATIONS LAW) PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF IOWA, AND FURTHER, WITH RESPECT TO ANY PERSONAL PROPERTY INCLUDED IN THE MORTGAGED PROPERTY, THE CREATION OF THE SECURITY INTEREST SHALL BE GOVERNED BY THE UNIFORM COMMERCIAL CODE AS IN EFFECT FROM TIME TO TIME IN THE STATE OF IOWA (THE "IOWA UCC") AND THE PERFECTION, THE EFFECT OF PERFECTION OR NON-PERFECTION AND PRIORITY OF THE SECURITY INTEREST WILL BE GOVERNED IN ACCORDANCE WITH THE MANDATORY CHOICE OF LAW RULES SET FORTH IN THE IOWA UCC.

## **10.3 Severability**

. In case any provision in or obligation under this Mortgage shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

## **10.4 Time of Essence**

. Time is of the essence of this Mortgage.

## **10.5 WAIVER OF JURY TRIAL**

. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR UNDER ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR THE BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION,

INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 12.6 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER WILL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE NOTES MADE HEREUNDER. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

#### **10.6 Successors and Assigns**

. This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

#### **10.7 No Waiver**

. Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of this Mortgage shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions. No failure or delay on the part of Mortgagee in the exercise of any power, right or privilege hereunder or under this Mortgage shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Mortgage are cumulative to, and not exclusive of, any rights or remedies otherwise available.

#### **10.8 Subrogation**

. To the extent proceeds of the Notes have been used to extinguish, extend or renew any indebtedness against the Mortgaged Property, then Mortgagee shall be subrogated to all of the rights, liens and interests existing against the Mortgaged Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Mortgagee.

#### **10.9 Waiver of Stay, Moratorium and Similar Rights**

. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisement, valuation, stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the indebtedness secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee.

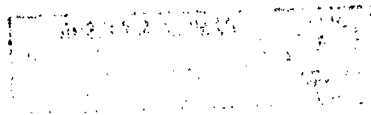
#### **10.10 Entire Agreement**

. This Mortgage and the Note embody the entire agreement and understanding between Mortgagee and Mortgagor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, this Mortgage and the Note may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

#### **10.11 Counterparts**

. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated offshore or in more than one county, descriptions of only those portions of the Mortgaged Property located in the county in which a particular counterpart is recorded shall be attached as Exhibit A thereto. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

**[Remainder of page intentionally left blank]**



IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgment hereto, effective as of the date first above written, caused this instrument to be duly executed and delivered by authority duly given.

312 EAST ALTA VISTA, LLC

By: [Signature]  
Name: Hugh F. O'Hagan  
Title: President

STATE OF IOWA )

COUNTY OF POLK )

This instrument was acknowledged before me on January 22, 2018, by Hugh F. O'Hagan, as President of 312 EAST ALTA VISTA, LLC, an Iowa limited liability company.

[Signature]  
Signature of notarial officer

Director of Operations  
Title (and Rank)

(Stamp of Seal)

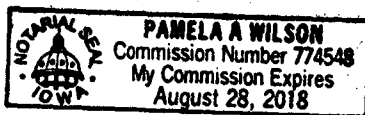


EXHIBIT A TO  
MORTGAGE

Legal Description of Premises:

Part of the Northwest Quarter of the Southeast Quarter of Section Eighteen (18), Township 72 North, Range 13 West of the 5th P.M., In Wapello, County, Iowa; described as follows: Commencing 30 feet East of the Northwest Corner of the Southeast Quarter, Section 18, Township 72, Range 13; thence South 38 rods and 14¼ feet; thence East 20 rods and 9.65 feet; thence North 38 rods and 14¼ feet; thence West 20 rods and 9.65 feet to the point of beginning; containing five acres, more or less, known and designated on the Auditor's Plat Books as Auditor's Lot 12 of the Southeast Quarter of Section 18, Township 72, Range 13;

More properly described as: A part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 18, Township 72 North, Range 13 West of the 5th P.M. In the City of Ottumwa, Wapello County, Iowa, described as follows, towit: Commencing at the Northwest Corner of the said NW¼ of the SE¼ of Section 18; thence on an assumed bearing of East along the North line of the said SE¼ of Section 18, a distance of 33.00 feet to the point of beginning of the tract of land herein described; thence South 00°16'35" West along the East line of the 63.00 foot wide N. Ash Street, a distance of 625.93 feet to the point of Intersection with the North line of the 60.00 foot wide Vanness Avenue; thence North 89°48'10" East along the said North line of Vanness Avenue, a distance of 338.93 feet, thence North 00°20'05" East along the prorated lot line between Auditor's Lot 12 and Auditor's Lot 11 of the said SE¼ of Section 18, a distance of 625.77 feet to a point on the said North line of the SE¼ of Section 18; thence West along the said North line of the SE¼ of Section 18, a distance of 339.56 feet to the point of beginning, containing 4.88 acres more or less and being known and designated on the Auditor's Plat Book In the office of the Recorder, Wapello County, Iowa, as Auditor's Lot Twelve (12) of the Southeast Quarter (SE¼) of Section 18, Twp. 72 N., R.13W. of the 5th P.M., Wapello County, Iowa and being subject to all of that part of the above described tract of land that is now being used for public roadway purposes.

As set out on Plat of Survey dated June 11, 1987 and filed June 19, 1987 Plat Record 3C Page 63 of Wapello County Recorder.

ALSO: Commencing 22 rods and 7.65 feet East of the Northwest Corner of the Southeast Quarter of Section 18, Township 72, Range 13 West; thence South 38 rods 14½ feet; thence East 20 rods and 9.65 feet; thence North 38 rods 14½ feet; thence West 20 rods and 9.65 feet to the place of beginning, Containing five acres, known and designated, on the Auditor's Plat Book as Auditor's Lot number Eleven (11) of the Southeast Quarter of said Section Eighteen (18), Township 72, Range 13 In Wapello County, Iowa.

More properly described as: A part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 18, Township 72 North, Range 13 West of the 5th P.M., In the City of Ottumwa, Wapello County, Iowa, described as follows, towit: Commencing at the Northwest corner of the said NW¼ of the SE¼ of Section 18; thence on an assumed bearing of East along the North line of the said SE¼ of Section 18, a distance of 372.56 feet to the point of beginning

of the tract of land herein described; thence South 00°-20'05" West along the prorated lot line between Auditor's Lot 12 and Auditor's Lot 11 of the said SE¼ of Section 18, a distance of 625.77 feet to a point on the North line of the 60.00 foot wide Vanness Avenue, said point also being located North 89°46'10" East, a distance of 338.93 feet from the point of Intersection of the said North line of the 60.00 foot wide Vanness Avenue with the East line of the 63.00 foot wide N. Ash Street; thence North 89°48'10" East along the said North line of Vanness Avenue, a distance of 338.93 feet to the Southwest corner of Lot 1 of Bailey's Subdivision of Auditor's Lot 10 of the NW¼ of the SE¼ of said Section 18, said corner is also located South 89°48'10" West, a distance of 148.7 feet from an original Iron pin at the Southeast Corner of said Lot 1: thence North 00°23'35" East along the West line of the said Bailey's Subdivision being 148.7 foot West of and parallel with the West line of N. Elm Street, as heretofore monumented with Iron pins in said Bailey's Subdivision, a distance of 624.60 feet to a point on the said North line of the SE¼ of Section 18; thence West along the said North line of the SE¼ of Section 18, a distance of 339.56 feet to the point of beginning, containing 4.87 acres more or less and being known and designated on the Auditor's Plat Book in the office of the Auditor and on the Auditor's Plat Book in the office of the Recorder Wapello County, Iowa as Auditor's Lot Eleven (11) of the Southeast Quarter (SE¼) of Section 18. Twp. 72N., R.13W. of the 5th P.M. Wapello County, Iowa. subject to an Easement to the Ottumwa Gas Company now Iowa Illinois Gas and Electric Company for a pipe line as found of record in Book 160, Page 643, in the office of the Recorder, Wapello County, Iowa and also being subject to all of that part of the above described tract of land that is now being used for public roadway purposes. As set out on Plat of Survey dated June 11, 1987 and filed June 19, 1987 Plat Record 3C Page 63 of Wapello County Recorder.