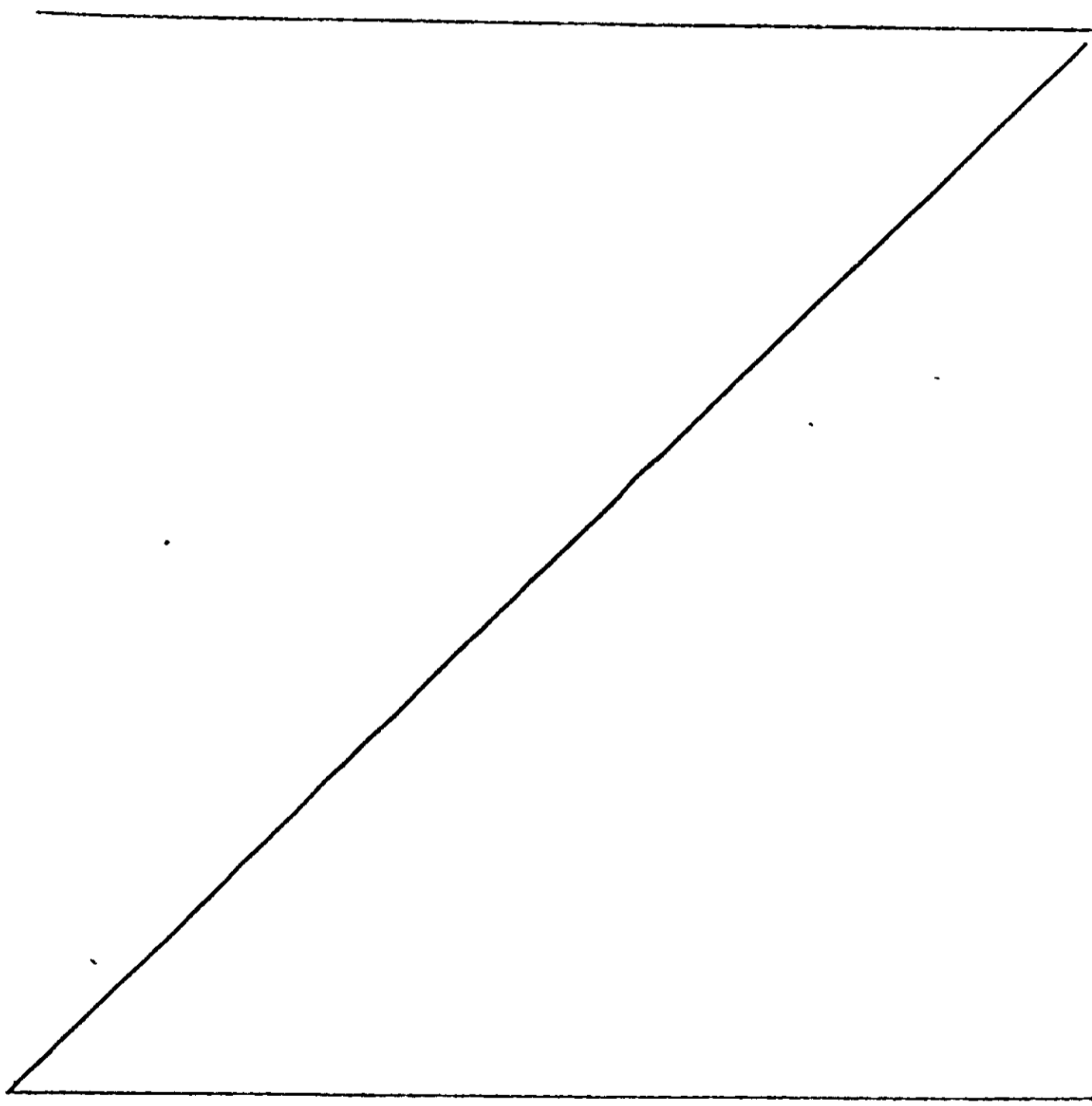


E. Subject to the conditions and during the period of time specified in Paragraph D above, Payee shall promptly pay and perform in accordance with their respective terms the Underlying Obligations and Payee shall indemnify and save harmless Maker and the Property from any loss, liability, cost or expense (including reasonably attorneys' fees) resulting from the failure of Payee to do so.

F. At all times the equity of the Payee shall be the difference between (i) the unpaid principal balance of this Note and (ii) the aggregate unpaid balance, if any, of



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