

10.2 As additional security for the execution by Mortgagor of the documents and instruments set forth herein, Mortgagor hereby makes, constitutes and appoints Mortgagee as its attorney-in-fact, which appointment is coupled with an interest and is irrevocable, with Power of Substitution, to make, execute and deliver on its behalf and in its place and stead any contract, document or instrument referred to in Paragraph 10 herein.

10.3 Mortgagee will execute, acknowledge and deliver to the New Lender (i) the New Lender's Note and (ii) any agreement required by the New Lender subordinating the lien and charge hereof to the security interest of the New Lender; Mortgagor if required by the New Lender, will joining said agreement.

10.4 The New Lender must be a bank, savings and loan association, trust, insurance company or other lending institution generally engaged in making loans secured by real property. Such new loan may be a loan guaranteed by FHA under one or more of its loan guaranty programs.

10.5 The New Lender's Note shall be a promissory note in favor of the New Lender, executed by Mortgagee but not by Mortgagor.

10.5.1 In principal amount not exceeding the then unpaid principal balance of the Note secured hereby;

10.5.2 Bearing interest at an annual rate not exceeding the then prevailing interest rate;

10.5.3 payable on a monthly amortized principal and interest basis under which the monthly installment does not exceed the monthly installment required by the Note secured hereby and with a maturity date not sooner than that of the Note secured hereby;

10.5.4 Requiring such loan fees and charges as the Newlender and Mortgagee may agree.

10.5.5 The New Lender's Note or the Mortgage or other instrument securing the New Lender's Note, may include provisions (i) accelerating maturity of obligations in the event of the conveyance of the Property, (ii) requiring prepayment penalty in the amount usually and normally required by the New Lender but not obligating Mortgagor to any extent beyond that set forth in the Included Note and Included Mortgage, (iii) requiring monthly payment to the New Lender for tax and fire insurance premium impounds, and (iv) otherwise normally and usually utilized by the New Lender in its loan transactions.

10.6 Anything hereinbelow to the contrary notwithstanding, none of the instruments hereinabove described maybe recorded or delivered to the New lender unless and until, concurrently with such recordation and delivery, the Included Note (and any prepayment penalties required thereby) and the Included Mortgage paid and discharged in full, and reconveyed. Funds required for such payment, discharge and reconveyance may derive from the proceeds of the New Lender's Note or from other funds of Mortgagee, but shall not be advanced by Mortgagor or be an obligation of Mortgagor.

10.7 If the proceeds of the New Lender's Note exceed the funds necessary to pay and discharge the Included Note, such excess shall belong to Mortgagee absolutely.

10.8 The New Lender's Note and security therefor, and any subsequent note and security, may be from time to time refinanced pursuant to the foregoing Paragraphs.

10.9 Anything in the foregoing paragraphs and subparagraphs to the contrary notwithstanding: