- J. The Note(s) secured hereby, together with the beneficial interest in this Security Instrument, have been assigned by Secured Party to First Pennsylvania Bank N.A. (the "Bank") in trust under the provisions of that certain Collection Agreement dated October 15, 1974 by and among Owner, Secured Party and the Bank.
- K. As used herein: "Owner" shall include any successor in interest to the herein named Owner as owner of the Property while the Note(s) secured hereby remain unpaid; and "Secured Party" shall mean any successor in interest to the herein named Secured Party as owner of this Security Instrument and the Note(s) secured hereby.
- Instrument is entered into by Secured Party in consideration of and on the express understanding that the rents, royalties, issues, profits, revenue, income and other benefits of the Property will upon the occurrence of an Event of Default by Owner hereunder or under the Note(s) secured hereby be applied toward payment of the Underlying Obligations and maintenance of the Property. Owner recognizes and agrees as follows:
- (i) The Note(s) secured hereby initially represents approximately 96 % of the purchase price paid by Owner and advanced by Secured Party for the Property, and the Property is scant security for the indebtedness for that reason.
- (ii) Secured Party's lien on the Property is subordinate to the substantial Underlying Obligations under which Secured Party is obligated to make payments, which payments will be made with funds received from Owner under the Note(s) secured hereby. In the event of any default in payments under the Underlying Obligations, the Property