

09/15/1983

BOOK 1326 PAGE 261

The obligation of the Mortgagee to purchase the Property pursuant to this Section 22 shall be conditioned upon compliance with the following: The Property (including all insurance proceeds or condemnation awards or other recoveries attributable to, and claimed or recovered on account of, the event permitting the Mortgagor to institute the Section 22 Purchase Procedure) being conveyed to the Mortgagee at the closing by special warranty deed and special warranty bill of sale. At the Mortgagee's election and sole cost and expense, there shall be issued a policy of title insurance insuring the Mortgagee's fee simple interest in the Property, in an amount up to the fair market value of the Property but not in excess of \$10,000,000, free and clear of all liens and encumbrances and actions other than those matters referred to in Section 2 of this Mortgage or in the title insurance policies delivered to Mortgagor in connection with its purchase of the Property immediately prior to the delivery of this Mortgage, the lien hereof, and such other liens placed against, or actions affecting, the Property either with the written consent of the Mortgagee or as a result of the Mortgagee's act or failure to act (where action was required to avoid such lien or action) (collectively referred to as "Permitted Liens"). The Mortgagee agrees to accept a title policy from the same insurer which issued the title policy to the Mortgagor at the time of delivery of this Mortgage or such company's successor. Any liens or actions other than Permitted Liens which are not insured against shall be removed by the Mortgagor and in the event the cash portion of the purchase price is insufficient to remove the same the Mortgagor shall provide such additional funds as are necessary so to do. If title cannot be so insured the Mortgagee may, at its sole option, accept title in the condition so tendered, and unless after the Mortgagee's request the Mortgagor shall at the Mortgagor's sole cost provide a bond in a form, upon terms, and from a surety acceptable to the Mortgagee which bond shall indemnify the Mortgagee against loss as a result of such lien or action and guarantee satisfaction or removal of such non-permitted lien or judgment in such action, the Mortgagee may elect to reduce the purchase price by the amount of such non-permitted lien.

23. Existing and Future Wrapped Financing

A. General Terms. Subject to the limitations provided below, the Mortgagee at any time and from time to time shall have the right to arrange for a loan or loans (a "Refinance Loan") which shall constitute a senior lien on the Property. The entire proceeds of each Refinance Loan shall be paid to the Mortgagee, whereupon the Note shall be deemed to be a wrap-around note with respect to such Refinance Loan, meaning that a portion of the principal indebtedness evidenced by the Note includes the unpaid principal of the note evidencing such Refinance Loan. In such event, the Mortgagee will subordinate the lien of this Mortgage to the lien of the mortgage and other instruments

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