satisfy the same by making these payments as they become due.

- 3. That in the event that the Mortgagors herein sell, transfer, or convey this property, that the Mortgagees herein hereby covenant, promise, and agree to fully pay and satisfy this aforesaid first mortgage held by The Prudential Insurance Company of America.
- 4. That the Mortgagees herein hereby covenant, promise, and agree, upon their satisfaction and discharge of this aforesaid first mortgage held by The Prudential Insurance Company of America, to provide the Mortgagors herein with proof of said satisfaction and discharge.
- 5. That in the event that the Mortgagees herein default under this aforesaid first mortgage held by The Prudential Insurance Company of America, the Mortgagers herein will be entitled to an offset in their payments to the Mortgagees herein under their certain promissory note and under the mortgage of which this Agreement is attached to and made a part of; that said offset will be in an amount equal to the amount of principal and interest that the Mortgagees herein are in default under this aforesaid first mortgage held by The Prudential Insurance Company of America.
- 6. That in the event that any legal proceedings are instituted for the foreclosure of this aforesaid first mortgage held by The Prudential Insurance Company of America, the Mortgagors herein will be entitled to an offset in their payments under this mortgage of which this Agreement is attached to and made a part of; that said offset will be in an amount equal to the amount of any costs, attorney's fees, and expenses incurred by the Mortgagors herein in their defense or satisfaction of said foreclosure proceedings.
- 7. That in the event that any offset payments are made by the Mortgagors herein under and pursuant to this mortgage of which this Agreement is attached to and made a part of, the parties agree that said act of making said offset payments will not constitute a default under this mortgage of which this Agreement is attached and made a part of.
- 8. That in the event that the Mortgagees herein default in their payments under this aforesaid first mortgage held by The Prudential Insurance Company of America, the Mortgagees herein hereby covenant, promise and agree to promptly give notice of said default to the Mortgagors herein.

The covenants and promises herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

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