

Mortgagor agrees to execute, acknowledge and deliver, promptly and without charge, any and all commitments, notes, mortgages, assignments, consents, deeds and other documents which Mortgagee deems necessary to effectuate a refinancing meeting the requirements of this Paragraph 19, including without limitation a deed or deeds to an inactive (dummy) corporation satisfactory to the Mortgagee for the sole purpose of having said corporation execute such document and a deed or deeds from said corporation back to Mortgagor. Such documents shall provide for exculpation of Mortgagor from all personal liability with respect to the transactions contemplated therein. Upon Mortgagor's or such inactive corporation's failure to execute such documents within ten (10) days of Mortgagee's written request to Mortgagor therefor, the whole of the principal and interest payable hereunder shall become due at the option of the Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee, its successors and assigns as attorney-in-fact and irrevocably grants Mortgagee the power, coupled with an interest, to execute such documents and any modification and/or extension agreements described in Paragraph 21 below.

20. This Mortgage shall be assignable only to a Recognized Lending Institution or a subsidiary thereof. In the event this Mortgage is so assigned and the assignee assumes the obligations of the Mortgagee hereunder by written notice to that effect given to Mortgagor, or, if this Mortgage is wholly consolidated with the First Mortgage and/or any New First Mortgages, then, and upon the occurrence of either of such events, the Mortgagee shall have no further obligation or liability with respect to such prior mortgages; provided, however, in no event shall the principal sum of any such consolidated mortgage exceed the unpaid principal balance of this Mortgage at the time of such consolidation. In the event of an assignment of this Mortgage by a Recognized Lending Institution to another Recognized Lending Institution, the assignor shall be relieved of its obligations and liabilities under the same terms and conditions as the Mortgagee was upon the assignment by the Mortgagee hereunder to such assignor.

21. In the event of an assignment of all or any part of this Mortgage to a Recognized Lending Institution, the Mortgagor or then owner of the Premises will, upon 30 days prior written request of Mortgagee or the assignee, as the case may be, execute the usual form of modification and/or extension agreement of such assignee; provided, however, that there shall be no change in the interest rate, the constant monthly payment, prepayment privilege and the duration of the Mortgage, and all provisions shall be no more onerous than the provisions of this Mortgage and shall contain the provisions relative to wraparound contained herein.

22. This is a purchase money mortgage delivered by Mortgagor to Mortgagee as part of the consideration for the conveyance of the Premises, the deed evidencing said conveyance being intended to be recorded simultaneously herewith.

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