

Mortgagor covenants and agrees not to exercise any right or privilege of prepayment of the First Mortgage or the Second Mortgage and agrees not to enter into any agreement with the holder of the First Mortgage or the Second Mortgage modifying or amending any of the provisions dealing with the payment of principal or interest thereunder without the prior written consent of Mortgagee thereto.

Mortgagee agrees to promptly remit any sums required to be paid to the holder of the First Mortgage and the Second Mortgage so paid to Mortgagee by Mortgagor in payment of such sums due under such First Mortgage and Second Mortgage.

In the event the unpaid principal balance of either the First Mortgage or of the Second Mortgage is reduced by the holder of said Mortgage applying insurance proceeds in reduction thereof or by prepayments made by Mortgagor with the prior written consent of Mortgagee so that Mortgagee's obligation hereunder to pay to the holders of the First Mortgage and the Second Mortgage, the unpaid principal balance of such Mortgage as hereinbefore provided is similarly reduced, then and in such event, Mortgagee agrees that Mortgagor's obligation to pay the total indebtedness to Mortgagee hereunder, shall be likewise reduced by an equivalent amount, provided, however, that Mortgagor shall first have furnished Mortgagee with adequate evidence and written assurance that such prepayments have been made; such equivalent amount to be deducted from the final payment to be made by Mortgagor to Mortgagee hereunder in the inverse order of their due date.

If the Mortgagee shall default in making any required payment of principal or interest under either or both of the First Mortgage or the Second Mortgage, the Mortgagor shall have the right to advance the funds necessary to cure such default and all funds so advanced by Mortgagor together with interest thereon at the rate of Eight (8%) percent per annum shall be credited against the next installment(s) of principal and interest due under the Note secured by this Mortgage.

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