

- (i) Mortgagor shall not be in default under this Mortgage;
- (ii) Mortgagor shall comply with all of the terms and provisions of the first mortgage other than with respect to the payments of principal and interest due thereunder after the date hereof.

Mortgagee shall not be required and Mortgagee agrees that it will not, make any prepayments of principal or of interest under the first mortgage unless Mortgagor shall first consent in writing thereto.

Mortgagor covenants and agrees not to exercise any right or privilege of prepayment of the first mortgage and agrees not to enter into any agreement with the holder of the first mortgage modifying or amending any of the provisions dealing with the payments 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 so paid to Mortgagee by Mortgagor in payment of such sums due under such first mortgage.

In the event the unpaid principal balance of the first 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 holder of the first 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 and interest under the first 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 percent per annum shall be credited

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