

ADDITIONAL TERMS TO MORTGAGE EXECUTED BY
MILLER OAKS VILLAGE, A LIMITED PARTNERSHIP,
TO WEYERHAEUSER MORTGAGE COMPANY

28. In the event that the Mortgagor shall fail to make any monthly payment due the Mortgagee within fifteen (15) days after the due date hereof, the Mortgagee may, at its option, impose a late charge upon the Mortgagor in an amount not to exceed two percent (2%) of said monthly payment.

29. In the event of prepayment of principal during any one calendar year in an amount in excess of fifteen percent (15%) of the original principal amount of the Note, the Mortgagor agrees to pay to the Holder for its own account a penalty or charge equal to three percent (3%) of the amount of such excess less one-eighth of one percent (1/8 of 1%) of such excess for each twelve (12) month period which has elapsed since the date of the Note.

30. The covenant of the Mortgagor to pay principal and interest is included in the Note secured hereby for the purpose of establishing and continuing the existence of the indebtedness. However, it is a condition of said covenants and those contained herein that in the event of default under the terms hereof, the Holder shall take no action against the Mortgagor personally, or personally against any General Partner or Limited Partner of the Mortgagor, except such as may be necessary to subject to the satisfaction of the indebtedness the property described herein and any chattels appurtenant to the use thereof; provided that nothing in this condition and no action so taken shall operate to impair any obligation of the Mortgagor under the Building Loan Agreement and the Regulatory Agreement herein referred to and made a part hereof.

RECORDED SEP 26 1980 at 10:58 A.M.

9676