

3.10 Disposition of Insurance Proceeds

Subject to the prior right of the Mortgagee under the Underlying Mortgage, in the event of an insurance loss on the Premises, all insurance proceeds will be paid to the Mortgagor if the Mortgagor elects to repair and restore the Premises; if the Mortgagor does not so elect, then the insurance proceeds shall be paid to the Mortgagee.

3.11 No Alteration of Underlying Mortgage

It is the intent of the parties hereto that the terms, conditions and provisions of this Mortgage cannot and will not change, alter or modify any of the provisions, covenants and agreements of the Underlying Mortgage and all the covenants and provisions of this Mortgage are subordinated, junior and inferior to all the covenants and provisions of the Underlying Mortgage.

3.12 Prepayment Penalty, Etc.

Any prepayment penalty, balloon payment, or premium charged by the holder of the Underlying Note and Underlying Mortgage, pursuant to the terms thereof shall be paid by the Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor and Mortgagee have executed, sealed and sworn to these presents as of this 29 day of July, 1982.

W. H. Goodger
Witness
 Pamela W. Williams
Witness

MORTGAGOR:
Woodwinds Associates
By: AmReal Corporation
General Partner
By: William H. Goodger
Vice President
Attest: W. H. Goodger
[SEAL]

W. H. Goodger
Witness
 Pamela W. Williams
Witness

MORTGAGEE:
N. Barton Tuck, Jr.
Nominee for the Trustees of
U.S. Shelter, a Massachusetts
business trust
N. Barton Tuck, Jr.
[SEAL]

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