

annum; thereafter, any accrued interest shall be added to the principal balance of the mortgage but shall not accrue further interest.

31. Assumption of payments of Purchase Money Wraparound Mortgage. (a) Mortgagee hereby agrees to pay to the holder of the Purchase Money Mortgage the \$2,190,000 principal balance of the said mortgage, together with all interest thereon accruing thereunder from and after the date hereof, as and when required by the terms of the said mortgage, that is, by paying the monthly installments of the said mortgage as required by the notes given in connection therewith, before the expiration of the applicable grace, and the balance, if any, when due.

(b) With the sole exception of the payments of principal, and of the interest due thereon after the date hereof, the mortgagee does not assume any of the obligations of mortgagor under the Purchase Money Mortgage and Wraparound Purchase Money Mortgage. The obligation of the mortgagee to make the aforesaid payments of principal and interest under the said mortgage shall be solely for the benefit of the mortgagor hereunder or any subsequent owner of the Mortgaged Premises and shall not inure to the benefit of, and shall not be enforceable by any third person or party, and specifically not the holders of the said mortgage.

32. No prepayments by mortgagee on Purchase Money Mortgage. The mortgagee shall not be required to, and the mortgagee agrees that it will not, make any prepayments of principal or of interest under the Purchase Money Mortgage, unless the mortgagor shall first consent in writing thereto; except, in any instance when the mortgagor has committed a default under the Purchase Money Mortgage, or has committed a default under this Wraparound Mortgage, or in any other instance in which the mortgagee is granted the right in this agreement to make prepayments of the Purchase Money Mortgage either expressly or impliedly by virtue of the fact that such prepayment right is necessary or appropriate for the mortgagee in order for the mortgagee to have the benefit of some other right granted to the mortgagee under this Wraparound Mortgage, (for example, refinancing mentioned in paragraph 53 hereof), the mortgagee shall have the full right and authority in any of such instances to prepay all or any part of the Purchase Money Mortgage in its sole discretion.

33. No prepayment by mortgagor on Purchase Money Mortgage; no modifications. The mortgagor covenants it will not exercise any right or privilege of prepayment (in whole or in part) of principal or interest under the Purchase Money Mortgage, and the mortgagor further covenants it will not enter into any agreement with the holders of the Purchase Money Mortgage modifying or amending any of the provisions of the Purchase Money Mortgage, including (but not limited to) the