

privilege of prepayment under the First Mortgage without Mortgagee's consent. Mortgagee agrees to subordinate the lien of this Mortgage to a future mortgage in the event Mortgagor refinances the First Mortgage or a portion thereof, in which latter event Mortgagee acknowledges that the lien hereof will be a third mortgage lien; provided, however, that the aggregate principal amount of the mortgage liens having priority over the lien hereof will be no more than the original principal amount of the First Mortgage and further provided that the identity of the lender and the terms and conditions of the priority mortgage liens are acceptable to Mortgagee, such consent not to be unreasonably withheld.

Mortgagor, at Mortgagor's expense, shall furnish to Mortgagee, upon Mortgagee's request, but not more frequently than annually during the term of this Mortgage, a continuation title search evidencing the status of the title records for the Mortgaged Premises. If said continuation title search discloses the entry of mechanic's liens or materialman's liens, mortgages, judgments or other encumbrances except as permitted hereby, Mortgagor shall cause such lien or liens to be forthwith discharged of record by bonding or otherwise, and upon Mortgagor's failure to do so within thirty (30) days after written notice given by Mortgagee to Mortgagor, such failure shall constitute a default under this Mortgage and shall entitle Mortgagee to exercise all of its rights and remedies afforded Mortgagee in the event of a default under this Mortgage.

Mortgagor agrees that if and when requested by Mortgagee, Mortgagor shall execute such documents as Mortgagee shall require to evidence the unpaid balance due under this Mortgage and the First Mortgage and that no offsets or defenses exist to Mortgagee's indebtedness under this Mortgage and the First Mortgage. Mortgagor's failure to furnish such documentation to Mortgagee within fifteen (15) days of the