

for credit to the unpaid principal balance thereof. However, if such payment upon any Included Note would constitute a prepayment for which the holder thereof would be entitled to prepayment penalty, the amount of same must be paid to the Mortgagee at the time of said written direction, for transmittal by Mortgagee to such holder.

5. Should Mortgagee fail to pay, pursuant to Paragraph 3 above, any Included Note installment or escrow installment, unless such failure shall be caused by Mortgagor's default hereunder, Mortgagor may pay such installment(s) directly to the holder thereof, and the amount thereof shall be credited to the next-following installment(s) due under the Note.

6. Anything herein to the contrary notwithstanding, all condemnation awards, settlements in lieu thereof and casualty insurance proceeds or awards received and retained by the holder of the Included Notes and pertaining to the Property shall be credited to the principal installment(s) next-preceding the last installment otherwise payable under the Note.

7. The difference from time to time remaining between the unpaid principal balance of the Note and the aggregate of the unpaid principal balances of each Included Note is herein referred to as the "Mortgagee's Equity."

8. If maturity of obligations under any or all of or any Included Note becomes accelerated for any reason (other than default by Mortgagee in payment of required installments, which default shall not have been caused by a default by Mortgagor hereunder), Mortgagor shall immediately pay to Mortgagee and Mortgagee shall then immediately forward to the holder of the appropriate Included Note, all sums whose payment is so accelerated, together with prepayment penalty, if any, to which said holder is entitled. Of such sums, the portion thereof credited to principal under said Included Note(s) shall be credited to the principal of the Note, but shall affect only the installment(s) next-preceding the last installment otherwise payable under the Note.

9. Notwithstanding the provisions of Part A, Paragraph 19 above, any foreclosure judgment shall be only in the aggregate of the following as they may from time to time be:

9.1 The Mortgagee's Equity;

9.2 Interest accrued under the Note;

9.3 Amounts paid by Mortgagee to the holder(s) of the Included Notes for taxes, insurance premiums, late charges, legal fees, prepayment penalties and foreclosure costs, if any, to the extent the same were not previously paid by Mortgagor to Mortgagee;

9.4 Foreclosure costs incurred hereunder; and

9.5 Other amounts payable by Mortgagor to Mortgagee under this Mortgage, the Note, or any other instrument securing the Note which amounts shall not, in any event, include the unpaid principal balance of an Included Note unless the Included Mortgage associated therewith is also being foreclosed.

10. Mortgagee shall have the right to effect the refinancing of the Included Note and the Included Mortgage pursuant to the following terms, provisions and conditions:

10.1 Within 15 days after the deposit into the United States Mail, postage prepaid, addressed to Mortgagor at its last known address, of Mortgagee's written demand therefor, Mortgagor shall execute, acknowledge and deliver to any New Lender (hereinbelow described) designated in said notice by Mortgagee, any instrument (including, but not limited to a Mortgage) required by the New Lender to (i) create on the Property a first mortgage or equivalent lien securing the payment of the New Lender's Note (described below) and (ii) subordinate to said first mortgage or equivalent lien any estate or interest caused, permitted or suffered by Mortgagor (other than that held or created by Mortgagee) and (iii) deliver to New Lender such financial and operating statements as are requested by New Lender.