

Agreement.

(b) To pay to the holders of the Prior Notes, before the same becomes overdue, any amount, in addition to principal and interest, paid to it, or to the Collection Agent by Mortgagor for purposes of complying with the terms of such Prior Notes or the Prior Encumbrances;

(c) To comply with the terms and conditions of the Collection Agreement;

(d) Not to modify or amend the terms of the Prior Notes or the Prior Encumbrances without the prior written consent of Mortgagor.

(e) In the event any unpaid principal balance due under any of the Prior Notes is reduced because the holder thereof has applied insurance or condemnation proceeds in reduction thereof, or because of any other payments made by Mortgagor under the terms set forth in the Wrap Note, in payment of all or a portion of the debts evidenced by the Prior Notes, then Mortgagor's obligation to pay the total indebtedness secured hereby shall be likewise reduced by an equivalent amount which ~~shall~~ ^{may} be deducted from the next accruing payment(s) to be made by Mortgagor under the terms of the Wrap Note; and

Second: MUTUAL COVENANTS OF MORTGAGOR AND MORTGAGEE. Mortgagor and Mortgagee further covenant and agree each with the other as follows:

(a) To promptly send to the other copies of any notices received from the holders of the Prior Notes or Prior Encumbrances;

(b) The indebtedness evidenced by the Wrap Note may be prepaid at any time without notice or penalty;

(c) Nothing contained in this instrument, the Wrap Note, or any other instrument given to evidence or secure the indebtedness hereby secured shall be construed so as to prohibit additional financing secured by mortgage liens and/or security interests subordinate to the liens created by this instrument;

(d) The Wrap Note contains a provision to the effect that the holder thereof shall have the right to approve any subsequent owner of