

prior to the due date thereof. If the amounts of all of the Annual Payments are not ascertainable at the time any deposit is required to be made, the deposit shall be made on the basis of the Mortgagee's estimate thereof, which the Mortgagee may change from time to time. The funds so deposited with the Mortgagee shall be held by it without interest, and, unless prohibited by law, may be commingled with other funds of the Mortgagee, and provided that no Default shall have occurred under this Mortgage, such funds shall be applied in payment of the Annual Payments when due to the extent that the Mortgagor shall have deposited funds with the Mortgagee for such purpose. In the event of any Default the funds deposited with the Mortgagee may, at the option of the Mortgagee, be retained and applied toward the payment of any or all of the Obligations, in such order of priority as the Mortgagee shall determine, but no such application shall be deemed to have been made by operation of law or otherwise until actually made by the Mortgagee. At any time when deposits are required to be made under this Paragraph 10, the Mortgagor shall furnish the Mortgagee with a bill for each of the Annual Payments and/or such other documents necessary for their payment at least forty-five (45) days prior to the date they first become due. Upon an assignment of this Mortgage, the Mortgagee shall have the right to pay over the balance of such deposits in its possession which have not been applied to the Obligations to the assignee, and thereupon the Mortgagee shall be completely re-