

(b) Not to pay directly to the holder of the Underlying Notes and Underlying Mortgages any of the installments of principal and interest which the Mortgagee agrees to pay hereunder, except as provided in Paragraph 23 hereinabove in the event Mortgagee fails to pay such installments.

(c) Not to amend or modify the Underlying Notes or Underlying Mortgages in such a manner as to increase the unpaid balance thereof without obtaining the prior written consent of the Mortgagee. Mortgagee likewise agrees not to amend or modify the Underlying Notes or Underlying Mortgages in such a manner as to increase the unpaid balance thereof without obtaining the prior written consent of Mortgagee.

(d) To pay to the Mortgagee any and all amounts required to be paid to the holder of the Underlying Notes pursuant to the Underlying Mortgages on or after the date hereof, including, without limitation, all impounds for taxes and assessments, insurance premiums and other items (but excluding payments of principal and interest under the Underlying Notes), at least five (5) days before such payments become due and payable under the Underlying Mortgages. By acceptance hereof, the Mortgagee hereof agrees promptly to remit such payments so paid to the holder of the Underlying Notes in payment of such amounts thereunder.

In the event Mortgagee shall fail to comply with any of the provisions of subparagraphs (a) through (d) above, inclusive, later than five (5) days prior to the expiration of any applicable grace period provided for in the Underlying Notes or Underlying Mortgages, any such failure shall constitute a default hereunder, shall entitle the Mortgagee hereof to exercise any and all of its rights and remedies for default hereunder and shall also entitle the Mortgagee, at its sole option, to cure any such default of the Mortgagee under the Underlying Notes or Underlying Mortgages on behalf of the Mortgagee and to add all costs and expenses incurred in doing so, including, without limitation, reasonable attorneys' fees, to the principal amount of the Note secured hereby, which additional principal amount shall be immediately due and payable by the Mortgagee to the Mortgagee.

25. Should the Mortgagee be delinquent or in default under the terms of this Note, and, as a result thereof, penalties, charges, or other expenses on account of the Underlying Mortgages are incurred during the period of such delinquency or default and are paid by the Mortgagee hereof, the amount of such penalties, charges, and expenses shall be immediately payable by the Mortgagee to the Mortgagee.

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